

# EXHIBIT 1

Copy of all materials served on Michael Rosengart

COMMONWEALTH OF VIRGINIA  
**CIRCUIT COURT OF FAIRFAX COUNTY**  
4110 CHAIN BRIDGE ROAD  
FAIRFAX, VIRGINIA 22030  
703-691-7320  
(Press 3, Press 1)

Carl Pierre et al. vs. Michael Rosengart et al.

CL-2023-0013122

TO: Michael Rosengart  
8250 Westpark Drive, Apt 823  
McLean, VA 22102

**SUMMONS – CIVIL ACTION**

*09/14/23*  
The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

**APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.**

Done in the name of the Commonwealth of Virginia, on September 13, 2023.

JOHN T. FREY, CLERK

By:

*Christine M. Dillon*  
Deputy Clerk

Plaintiff's Attorney: Pro Se

VIRGINIA:

IN THE FAIRFAX CIRCUIT COURT  
CIVIL DIVISION

FILED  
CIVIL INTAKE

2023 SEP 12 P 2:19

JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

Carl Pierre  
205 Yoakum Parkway  
Alexandria, VA 22304

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-and -  
Raymond Rahbar  
10110 Nedra Drive  
Great Falls, VA 22066

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Plaintiffs.

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v.

2023 13122

Civil Action: \_\_\_\_\_

Michael Rosengart  
Serve: Michael Rosengart  
8250 Westpark Drive, Apt 823  
Mc Lean, VA, 22102

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Prehab Exercises, LLC  
Serve: RA Michael Rosengart  
8250 Westpark Drive, Apt 823  
Mc Lean, VA, 22102

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David Scher  
Serve: David Scher  
252 HART MEWS  
Gaithersburg, MD 20878

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Charlie's House LLC  
Serve: RA David Scher  
252 HART MEWS  
Gaithersburg, MD 20878

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Authentic Yoga Studios, LLC  
Serve: RA David Scher  
252 HART MEWS  
Gaithersburg, MD 20878

<b>Defendants.</b>	*
<b>-and-</b>	*
<b>Hoyer Law Firm, PLLC</b>	*
<b>Serve: RA Sean Estes</b>	*
<b>2801 West Busch Blvd.</b>	*
<b>Suite 200</b>	*
<b>Tampa, FL 33618</b>	*
	*
<b>Nominal Defendant.</b>	*

**Verified Complaint**

Plaintiffs Raymond Rahbar and Carl Pierre file this Verified Complaint against Defendants Michael Rosengart, Prehab Exercises, LLC, David Scher, Esquire, Charlies House, LLC and Authentic Yoga LLC and against Nominal Defendants Hoyer Law Firm.

### Nature of the Case

1. This action arises from an attack on BF Management, LLC, Carl Pierre and Raymond Rahbar, personally and professionally, by Michael Rosengart and David Scher who systematically set out to damage, steal, convert and destroy all electronic systems owned jointly by BF Management, LLC, Raymond Rahbar and Carl Pierre in direct violation of the Virginia Computer Crimes Act and numerous other statutes.
2. Upon being fired by BF Management, LLC for saying wildly racist and sexist comments, Michael Rosengart set out to impersonate BF Management employees and obtain access to electronic systems in order to purposefully damage both Mr. Rahbar and BF Management, LLC as retaliation after claiming he didn't know that racist and sexist comments were grounds for firing, to benefit his long-time secret company, Prehab Exercises, LLC, and to help any third party who helped him undergo his illegal and criminal plan.

3. While the cyber-attack was carried about by Michael Rosengart, Mr. Rosengart was only able to accomplish his feat by having his friend, business partner and confidant, David Scher, use his law license and law firm to proactively lie, confuse, coverup and conceal to BF Management, Mr. Pierre, Mr. Rahbar and other parties about Mr. Rosengart's actions.

4. Mr. Scher's direct intervention and admission to third parties of lying and fabricating evidence about Mr. Rosengarts actions is the *sole* reason that Mr. Rosengart was able to inflict long lasting pain on both Mr. Rahbar and BF Management, LLC.

5. Mr. Scher benefited in numerous ways from this alleged criminal conduct, including, by utilizing the electronic information stolen to start his own in-person and online yoga studio, ironically named "Authentic Yoga".

6. Mr. Scher has tried every unethical tactic possible, including reaching out to several media organizations trying to write negative stories, extorting Mr. Rahbar, Mr. Pierre, BF Management, LLC, and others, and wrongfully and illegally utilizing a fee shifting provision in DC to protect and promote a serial sexual harasser like Michael Rosengart.

7. BF Management, using property owned jointly by Mr. Rahbar (and loaned from Mr. Pierre) once promised to be a leader in the FitTech Space, a growing multiple billion-dollar industry, but the Defendants set out to destroy it based on jealousy of their own lack of any successful careers prior to the illegal activities in this case.

8. Instead of developing their own methodologies, thoughts, experiences, systems, processes and other systems, Defendants stole the decade-long investments and property of Raymond Rahbar, BF Management, Mr. Pierre and others.

9. While Mr. Rahbar developed the methodologies, thoughts, experiences, systems, processes and other systems over a period of ten years, David Scher leveraged their stolen

information to shortcut the process and purportedly build a direct competitor in a few weeks without any research, knowledge, third parties assisting or employees.

10. While Mr. Rahbar developed the methodologies, thoughts, experiences, systems, processes and other systems over a period of ten years, Michael Rosengart leveraged their stolen information to turn around his long-term career failures and benefit his long term secret company, Prehab Exercises, LLC.

11. In light of Defendants' misappropriation and infringement of the Plaintiffs assets, Raymond Rahbar and Carl Pierre bring this Complaint to prevent any further misuse of its proprietary information, to prevent Defendants from harming Plaintiffs reputation by misusing its technology and information, to protect the public's confidence with their data and information, and to obtain compensation for its damages and for Defendants' unjust enrichment resulting from their unlawful conduct.

12. Raymond Rahbar and Carl Pierre bring this action to recover \$23,000,000 in converted property under the Virginia conversion of personal property act, \$23,000,000 in Virginia computer crimes act for destroyed property, loss of \$50,000,000.00 in shareholder value by converting the primary assets of a sole member LLC (i.e., conversion of the company shares themselves), and \$100,00,000.00 in lost profits (with punitive damages and other damages) due solely to the actions of the Defendants.

#### Parties

13. Plaintiff Raymond Rahbar (hereinafter "Mr. Rahbar") is an individual living in Fairfax County, Virginia. Mr. Rahbar is the sole owner of BF Management, LLC and a co-owner in the domain name www.byndfit.com, a co-owner of the computer systems covered and used by that domain name and all digital assets of BYNDfit (a non-entity trademark of several entities).

14. Plaintiff Carl Pierre (hereinafter “Mr. Pierre”) is an individual living in Fairfax County, Virginia and a former executive of BF Management, LLC. Mr. Pierre loaned all his personal digital property to Raymond Rahbar and BF Management that was subsequently converted by Michael Rosengart, David Scher and others.

15. BF Management, LLC is a duly Virginia limited liability company operating only in Virginia. Mr. Rahbar is the sole owner of BF Management, LLC and a co-owner in the domain name [www.byndfit.com](http://www.byndfit.com), a co-owner of the computer systems covered and used by that domain name and all digital assets of BYNDfit (a non-entity trademark of several entities).

16. Despite false claims to the Internal Revenue Service, Commonwealth of Virginia District of Columbia, and State of Maryland, Defendant Michael Rosengart (hereinafter “Rosengart”) is an individual living in Fairfax County, Virginia during all relevant times.

17. Mr. Rosengart, prior to making wildly sexist and racist comments about employees and potential employees of BF Management, was an independent contractor of BF Management with access to computer systems operated and used by BF Management, LLC and Raymond Rahbar and others throughout the Commonwealth.

18. Michael Rosengart is the sole owner and registered agent of Prehab Exercises, LLC, a company that Mr. Rosengart has secretly operated for nearly a decade to embezzle from several former employers and steal trade secrets of employers while employed as a secret dual agent.

19. Prehab Exercises has many state charters and most recently has been formed in Virginia while advertising and obtaining clients throughout the nation.<sup>1</sup>

20. The revenue and materials used by Prehab Exercises, LLC has been stolen, diverted and misappropriated from Mr. Rahbar, Mr. Pierre and BF Management, and others, by utilizing electronic systems covered under state law.

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<sup>1</sup> Please See Exhibit 1 for a copy of the most recent Prehab Exercises, LLC filings in Virginia.

21. Based on information and belief, Mr. Rosengart has never properly filed any M&A papers with any state – including the Commonwealth of Virginia - or the federal government to help hide his financial crimes.

22. Mr. Scher is a member of the Virginia State Bar, VA Bar No. is #47634, and a founding partner at Hoyer Law Firm PLLC, while transacting substantial business in Virginia (including appearing in numerous cases in the Commonwealth in 2023 alone).

23. At all relevant times, Mr. Scher has been a friend, confidant, agent and counsel to Mr. Rosengarts deliberate actions while aiding and abiding on Mr. Rosengarts behalf for his own personal and professional financial gain.

24. Charlies House, LLC is the alter ego of David Scher and registered d/b/a as Authentic Yoga Studios, LLC.<sup>2</sup> Charlies House regularly advertises to Virginia residents and accepts Virginia residents as virtual clients.

25. Mr. Scher is also the owner Authentic Yoga Studios, a direct competitor of BF Management that advertises to Virginia residents and accepts clients in Virginia.<sup>3</sup> Authentic Yoga Studios is the trade name of all Mr. Scher's newly created fitness entities that first began operations within mere days of receiving the stolen information from the electronic systems owned by BF Management, Raymond Rahbar and Carl Pierre.

26. Hoyer Law Firm PPLC is a law firm that serves the personal purposes of David Scher's non-legal ambitions and regularly conducts business in Virginia (including in multiple cases in 2023 alone). Further, Hoyer Law Firm has directly benefited from the illegal conduct engaged in by Mr. Scher and used law firm expenses to engage in such illegal activity.

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<sup>2</sup> Please see Exhibit 2 of Charlies House for a state registration filed by Mr. Scher.

<sup>3</sup> Please see Exhibit 3 of Authentic Yoga's registration.

**Jurisdiction**

27. This Court has jurisdiction over this action and the Defendants pursuant to Virginia Code §§ 17.1-513 and 8.01-)28.1(A)(1)-(4). Defendants all either reside, members of the Virginia State Bar, have their principal place of business, or regularly conduct business in the Commonwealth of Virginia; they have caused tortious injury in the Commonwealth of Virginia; and the matter in controversy exceeds \$25,000, exclusive of interest, costs, and attorneys' fees.

28. Venue is proper in this Court pursuant to Virginia Code §§ 8.01-261(15), (17) and 8.01-262. Defendants all either are subject to an award of an injunction before this Court; they are attorneys subject to discipline for misconduct in an action before this Court; they reside, have their principal place of business, and conduct substantial business activity in Fairfax County; and Fairfax County is where the Plaintiffs causes of action arose.

**Statement of Facts**

29. On August 5, 2019, Mr. Rosengart signed both an independent contractor contract with BF Management and an employment contract with BF Management, LLC, a Virginia based LLC.

30. Plaintiff Michael Rosengart (hereinafter referred to "Rosengart") was fired as an independent contractor and had his employment offer withdrawn for cause on or about January 3, 2020, by BF Management, LLC for embezzlement, diverting company resources and funds, blatant racism, sexual harassment and a litany of other reasons.

31. Shortly after being fired, Rosengart sought to deliberately sabotage Plaintiffs and others by purposefully, knowingly, and permanently converting, damaging, destroying and deleting the vast majority of digital assets under the domain name of www.byndfit.com and other digital assets belonging to Mr. Rahbar, Mr. Pierre and BF Management, LLC.

32. This was done with the knowledge and direct help of David Scher for the benefit of himself, his newly formed yoga studio and his admitted struggling law firm.

33. Mr. Scher knew about the purposeful deletion of digital evidence and aided and abided Rosengarts actions by diverting attention, making knowingly false accusations and making absolutely no attempts to prevent it or reverse the negative actions of his friend and client, Mr. Rosengart despite a direct law to do so.

34. By deliberately concealing Rosengart's actions, David Scher was able to aid, assist and abide Rosengart to permanently convert, damage, destroy and delete the vast majority of digital assets under the domain name of www.byndfit.com.

35. More specifically, Rosengart secretly and illegally obtained at least three separate email boxes owned by defendant BF Management, LLC (Hereinafter "BF Management") and Mr. Rahbar on or about January 17, 2020, approximately 13 days after being fired for cause for saying wildly sexist and racist comments to numerous different people.

36. The first account was named "Personal Training BYNDFIT" and had an email address of PT.BYNDfit@gmail.com.

37. PT is the generally known abbreviation for "personal training" in the fitness industry. See *Exhibit 4* for an email sent from the account by Rosengart on October 10, 2019 (before Rosengart was fired for cause) showing the title of the email account to be "Personal Training BYNDFit" and the email address to be PT.BYNDfit@gmail.com.

38. On January 6, 2020, days after Michael Rosengart was fired for making wildly sexist and racist comments, Plaintiff and others took great care to secure this email account and other digital property and ensure it was in its sole possession.

39. This included removing Rosengart's access to this email box which was also the primary way in which Rosengart communicated with third parties and contained numerous evidence of Rosengart's wrongdoing and criminal behavior. *Please see Exhibit 3* for when Rosengart states that he uses the account to "contact vendors and potential hires" among other purposes of the account.

40. Approximately nine (9) days later, Rosengart was able to trick Google and pretend to still be associated and employed with BF Management to obtain full access to this email box.

41. Rosengart bragged about this very fact to his friend David Scher, in a written memo on January 23, 2020, when he stated affirmatively that "Once I had access to the account, I deleted the account after I had taken a screenshot that documents Raymond Rahbar's phone number was listed on the account.". Please see *Exhibit 3* of Michael Rosengart detailing and bragging his own criminal acts to David Scher.

42. Mr. Scher made no efforts to do undo this action or alert any party or Plaintiff to this fact despite having a retainer agreement with Mr. Rosengart over these very issues.<sup>4</sup>

43. In this very detailed memo to David Scher, Rosengart laid out the strategic ways in which he illegally deleted Plaintiffs access to all digital products to sabotage the company and any evidence of his wrongdoing in the case at hand.

44. Mr. Scher consulted with Max Masinter, a then-partner at DLA Piper, a large international law firm.

45. Mr. Scher explained to Max Masinter that he knew Mr. Rosengart had deleted all the info but that he had to keep the facts secret from BF Management and Mr. Rahbar if he had any hope of extorting them.

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<sup>4</sup> Under preservation rules, Mr. Scher was required in both Washington DC and Virginia to not spoliate evidence while retaining all records and issue evidentiary holds.

46. Mr. Scher admitted and bragged about his extortion scheme and stated his primary purpose was to launch his first successful venture and because he believed Mr. Rahbar had a lot of money from previous successful ventures.

47. Unsurprisingly, Rosengart went even further than merely deleting a relevant email box after being fired for making wildly sexist and racist comments.

48. Mr. Rosengart deleted Plaintiffs access to all text messages associated with a phone number utilized by Mr. Rosengart during his tenure with BF Management, LLC.

49. Mr. Rosengart deleted Plaintiffs access to all correspondence with all third parties.

50. Mr. Rosengart deleted Plaintiffs access to all access and accounts related to social media.

51. Mr. Rosengart deleted Plaintiffs access to all files within Google Drive.

52. Mr. Rosengart deleted Plaintiffs access to all records, systems, and processes related to Personal Training.

53. Specifically, bragging to David Scher, Rosengart emailed “Once I gained access to the account, I deleted the Google Voice number and took a screenshot of the telephone number listed on the account as the Recovery Number and Two-Step Verification number” so that Plaintiffs would continue to be harmed.

54. Michael Rosengart knew this was wrong and admitted to Scher that the email box and phone number were the property of BF Management and Mr. Rahbar when he stated, “[t]he telephone number belongs to Raymond Rahbar, the CEO of BYNDfit and BF Management LLC.” Please see *Exhibit 3* for Rosengart admitting to the deletion of all digital records and proper ownership of all records.

55. Mr. Rosengart had personal knowledge that the digital records were the property of Mr. Rahbar and BF Management.

56. The second email box that Mr. Rosengart deleted substantial and material items from was Michael@BYNDfit.com.

57. Unknown to Defendants until early 2022, Mr. Rosengart had also secretly accessed his primary work email by using a linking method that was specifically against company policy.

58. On September 25, 2019, Mr. Rosengart had linked PT.BYNDfit@gmail.com and Michael@BYNDfit.com so that both accounts can access, use, manipulate, change and delete the same data by logging in with either account. *Please see Exhibit 5* for a copy of Google Notification that the accounts had been secretly linked by Michael Rosengart.

59. However, at no time did Rosengart notify anyone at BF Management or any other Plaintiff that he linked these accounts as he specifically knew this was against company policy nor would this behavior be discoverable during his tenure.

60. In the week prior to January 23, 2020, unknown to any Plaintiff, Mr. Rosengart, while in illegal control of PT.BYNDFIT@gmail.com used his access to both email accounts and deleted Plaintiffs access to these files, messages and emails in mass while maintaining a record for himself and David Scher to utilize in their new business quests.

61. In spring of 2022, after Covid had wreaked havoc on the office market within Washington DC and Northern Virginia, BF Management began plans to focus on the online portion of their business with people working out from home. However, after initially being excited about the changes that were coming, BF Management had another digital set back.

62. Mr. Scher, learning of this pivot, demanded that Michael Rosengart use his access to disrupt BF Management so he can falsely claim to several media organizations that Plaintiff and BYNDfit had failed.

63. According to a vendor hired by Plaintiff, Mr. Rosengart had also gained access to the digital systems of BYNDfit in March 2022 – more than two years after his termination.

64. After a thorough investigation, Mr. Rosengart had deliberately altered documents and records, deleted additional documents, and caused havoc on Plaintiffs from January 2020 to March 2022.

65. Furthermore, in May 2023, BF Management discovered that Mr. Rosengart and Mr. Scher had a mirror image of the email boxes of BF Management and could see emails that were received and sent by BF Management email accounts.

66. Specifically, Mr. Rosengart had set up an outlook API to able to retrieve BF Management email files without detection by Google's email audit tools – and directly against company policy.

67. These direct actions make it practically impossible for any person – using any available commercial tool - to know and recover the full extent to the emails, folders and files that were deleted or copied by Mr. Rosengart without spending thousands of hours and tens of millions of dollars in an intensive manual investigation of each computer and device controlled by Defendants, BF Management and others.

68. To buy time for Mr. Rosengart to illegally steal all the resources of Plaintiffs, Mr. Scher emailed Mr. Rahbar and stated that he was personally investigating Mr. Rahbar for deletion of this email account despite secretly knowing Michael Rosengart had deleted the email account.

*Please see Exhibit 6 where Mr. Scher, in bad faith, accused Plaintiffs of doing the very action Michael Rosengart admitted to just weeks earlier and that David Scher had personally benefited from.*

69. Google allows for files and emails to be recovered within 30 days of deletion.

70. If Mr. Scher had taken even a single step to alert Mr. Rahbar or anyone at BF Management, Rosengarts sabotage of Mr. Rahbar, Mr. Pierre and BF Management could have mitigated the damages by hundreds of millions of dollars.

71. But David Scher thought that deletion of all his friend's wrongdoing would be akin to a "get out of jail free card" and did nothing, took no actions and notified no defendants at the time as the actions also directly benefited David Scher personally.

72. While Mr. Rahbar and others inherently knew in their heart that Mr. Rosengart, with David Scher's help, had carried out these actions, the Plaintiffs were not able to investigate fully as the accounts were destroyed as opposed to taken over and operational.

73. Luckily for justice, Mr. Scher waived all possible lawyer-client privileges with Mr. Rosengart when they purposefully sent privileged materials to a third party, Max Masinter, a former colleague of David Scher's.<sup>5</sup>

74. Further, Mr. Scher confessed his criminal actions and subsequent plans to commit extortion to Max Masinter, a former colleague of Mr. Scher's (with no association to Hoyer Law Group PLLC).

75. Upon Plaintiffs starting to mount evidence and discover facts, Mr. Scher quickly tried to cover his tracks and his all his personal wrong-doing.

76. In an email with BF Management's then counsel, Mr. Scher stated "It occurred to me you may never have seen the email I sent to Max who by the way used to work for me and is also a nice and competent lawyer" on November 19, 2021 – nearly two years after having personal knowledge of these facts. *Please see Exhibit 7* for Mr. Scher's admission that he never notified any Defendant of his personal knowledge or actions of these criminal acts and that he had

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<sup>5</sup> Additionally, a claim of lawyer-client privilege doesn't exist in the instance of criminal wrongdoing and where a "lawyer" aids and abides the client in wrong-doing.

personally concealed the facts and wrongly accused others of facts he knew were done by his client.

77. This was the first mention by Mr. Scher in the history of the parties of him actually knowing and admitting that Michael Rosengart had deliberately destroyed Plaintiffs access to emails, records, and documents, and other digital assets.

78. While Mr. Scher rightfully describes Mr. Masinter in a positive manner, Mr. Masinter uses terms like “nut job”, “crazy liar”, and “brain dead moron” to describe Mr. Scher after having a history of working together<sup>6</sup> while another former colleague of Mr. Scher described him as “unethical”.

79. Michael Rosengart’s incursion did not stop at merely destroying one email account.

80. On or about Mar 27, 2023, Google alerted that a secret API password created by Michael Rosengart had a password that lapsed as he had not logged in through his BYNDfit account. The sole purpose of this API password was to see, copy and record all information passing by email accounts owned and operated by BF Management without detection.

81. Michael Rosengart’s last known intrusion into BF Management computer systems was May 12, 2023, over 3 years from his last date of employment.

#### The early days of BF Management, LLC

82. Mr. Rahbar began working on the business plan of BF Management (and other entities doing business as “BYNDfit”, a tradename of the fitness brand) in 2015.

83. BF Management and Mr. Rahbar spent millions of dollars researching, experimenting, and refining the business plan until 2018 when it became time to execute.

84. Mr. Rahbar contributed assets and property to the venture, including email lists that Mr.

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<sup>6</sup> While Mr. Masinter also described Mr. Scher in much harsher and vulgar terms, I am not including some of the more colorful descriptions of the accuracy of Mr. Scher’s “professionalism” or personal manner.

Rahbar had developed over 10-15 years leading, partnering, working with and founding some of the largest startups in the history of Washington DC.

85. Mr. Rahbar's corporate agreement and employment contract with the company explicitly states that all digital properties are co-owned by Mr. Rahbar and BF Management, LLC.

86. Upon Mr. Pierre joining BYNDfit as a senior executive, Mr. Pierre was allowed to purchase – but ultimately did not – shares in the venture in exchange for, among other digital assets, his email list that he had also harvested over years.

87. All emails associated with MakeOffices, NextGen Venture Partners, HD Happy Hour, Falcon Labs, LivingSocial, WeWork, DC Inno, and other organizations were scrubbed, detailed, and organized and placed within the digital storage of BF Management to be used for the business, marketing and sales promotion of the BYNDfit brand only.

88. These email lists contained information and notes on tens of thousands of businesses and hundreds of thousands of individuals about valuable business data throughout the DMV region.

89. By most accounts, Mr. Rahbar's and Mr. Pierre's email list was larger and more comprehensive than any other commercially available email list in the entire Washington DC region.

90. Banks, Venture Capitalists, Partners and Angel Investors saw the value of these lists and appropriately and routinely assigned a value of over \$10,000,000.00 to the vast and comprehensive email list.

91. These email lists were well known by Michael Rosengart.

92. Mr. Rosengart, while operating his own direct competitor to BF Management, purposefully stole these email lists and permanently removed our access to these items.

93. Michael Rosengart, on January 3, 2020, was fired for cause from BF Management and had his offer of employment terminated.

94. Michael Rosengart was fired for numerous reasons.

- a. Michael Rosengart had a history of computer fraud.
- b. Michael Rosengart stole the work product of Equinox Gyms and passed it on as his own.
- c. Michael Rosengart sexually harassed numerous employees.
- d. Michael Rosengart would routinely brag about tricking clients into sleeping with him at Equinox Fitness.
- e. Michael Rosengart made blatantly racist comments to employees of BF Management.
- f. Michael Rosengart embezzled thousands of dollars from BF Management.

95. After Mr. Rosengart was fired for cause, the then-Chief Technology Officer of BF Management secured all digital assets of BF Management and Plaintiffs.

96. At the time, no one within BF Management knew or could have known the extent of Michael Rosengart's illegal and criminal behavior or David Scher's efforts to cover up all criminal activity for his own personal gain.

**Prehab Exercises, Authentic Yoga, David Scher, and others  
were the direct Beneficiaries of all Stolen Materials**

97. Prior to Mr. Rosengart being hired as an independent contractor at BF Management, Mr. Rosengart emailed his resume. *Please see Exhibit 8* for a copy of Mr. Rosengart's resume.

98. Mr. Rosengart stated he was the author and illustrator of a company called "Prehab Exercises LLC" out of California.

99. At no time did Mr. Rosengart say he was actually the founder and CEO of a direct competitor to BF Management or that Prehab Exercises is a direct competitor to the very software, system, processes, procedures, research and files that Mr. Rosengart has converted, manipulated, sold, traded, bartered and destroyed.

100. Prehab Exercises is a current LLC in Virginia. *Please see Exhibit 1* for a copy of the Virginia state filings.

101. However, Prehab Exercises has taken on many life forms in the past few years without filing any proper Mergers and Acquisition documentation nor filing proper state tax filings or federal tax filings. *Please see Exhibit 9* for a former Maryland state charter of Prehab Exercise.

102. Prehab Exercises had previously raised millions in undisclosed funding. *Please see Exhibit 10* for a Crunchbase database verification of this fundraising.

103. Mr. Rosengart also continued to secretly work primarily on Prehab Exercises while being employed by BF Management, LLC<sup>7</sup> despite a non-competition policy during employment of the company.<sup>8</sup>

104. Mr. Rosengart would routinely post social media posts on Instagram under two different social media handles, “PrehabExercises” and “Prehab + Fitness”. Both accounts were active and posted dozens of times in his brief tenure with BYNDfit.

105. To conceal his secret actions, Mr. Rosengart had blocked Mr. Rahbar and numerous others from viewing or discovering “Prehab + Fitness”.

106. Interestingly, “Prehab + Fitness” used the stolen digital materials (including research paid by Mr. Rahbar) to formulate its new logo, its new font, its “+” symbol, its new color scheme and all other appearances of it.

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<sup>7</sup> *Please see Exhibit 11* for an admission by Michael Rosengart of never ceasing work on Prehab Exercises.

<sup>8</sup> *Please see Exhibit 12* for an example of work done on social media by Michael Rosengart during his employment with BF Management.

107. Prior to illegally stealing Mr. Rahbar's work product, Prehab Exercises used this as their logo:



108. After utilizing the research stolen from Mr. Rahbar, Mr. Rosengart changed Prehab Exercises logo to:

# PREHAB EXERCISES

109. Mr. Rosengart even changed his Instagram to reflect the new research. The new Instagram logo is:



110. Prehab Exercises went through extensive rebranding, for the first time in nearly a decade, upon gaining access to Mr. Rahbar's extensive research on colors, symbols and emotions. Adding the plus sign and the changing the colors to red, and using the word "fitness" instead of

exercises were notable for the exact similarity to BYNDfit's trademarked logo.

111. Upon realizing that his position granted him access to all sorts of data, information and other assets he could never create himself, Mr. Rosengart began a plan to attempt to destroy BF Management and the larger BYNDfit brand from the inside while simultaneously growing Prehab Exercises, LLC with stolen information from Plaintiffs and Mr. Rahbar.

112. After being fired for cause, Michael Rosengart was devasted. After months of stealing valuable files, Michael's gravy train was cut off.

113. Michael resorted to his illegal plans to try and salvage Prehab Exercises, LLC.

114. His plans, as detailed throughout, was criminal in intent but still required outside help.

115. After being unable to find a reputable lawyer willing to participate in a criminal cover up, Rosengart was introduced to David Scher.

116. David Scher is a partner at Hoyer Law Group, a legal practice that has admitted to financially struggling in the recent past and fraudulently obtained two separate Payroll Protection Program Loans (hereinafter referred to as "PPP" loans).

117. Hoyer Law Group requested a PPP loan for hundreds of thousands of dollars in both 2020 and 2021.

118. In order to qualify for the loans, Mr. Scher represented that Hoyer Law Group was in such disrepair that revenue – for an employee litigation firm during the pandemic– had plummeted over 25% and that he had saw no path to recover without a government bailout.

119. Additionally, Hoyer Law Group had claimed they had 11 W-2 employees. At no time did Hoyer Law Group actually have these employees. Rather, Hoyer Law Group used the proceeds to pay themselves – as partners ineligible for such income – the proceeds from the PPP Program.

120. Combined with the stolen material from Mr. Rahbar, Mr. Scher used this newfound, ill-gotten fraudulent money from the Government to advance his fitness ambitions he harbored.

121. David Scher and Michael Rosengart would devise a mutually beneficial plan whereby Michael Rosengart would continue his criminal actions for the benefit of not just himself, but also David Scher's ambitious fitness business plans.

122. Mr. Scher had begun attempting to start a fitness company since 2004.

- a. However, David Scher was a business failure in 2004.
- b. David Scher continued to be a business failure in 2005.
- c. David Scher continued to be a business failure in 2006.
- d. David Scher continued to be a business failure in 2007.
- e. David Scher continued to be a business failure in 2008.
- f. David Scher continued to be a business failure in 2009.
- g. David Scher continued to be a business failure in 2010.
- h. David Scher continued to be a business failure in 2011.
- i. David Scher continued to be a business failure in 2012.
- j. David Scher continued to be a business failure in 2013.
- k. David Scher continued to be a business failure in 2014.
- l. David Scher continued to be a business failure in 2015.
- m. David Scher continued to be a business failure in 2016.
- n. David Scher continued to be a business failure in 2017.
- o. David Scher continued to be a business failure in 2018.
- p. David Scher continued to be a business failure in 2019.

123. Not until 2020 did David Scher finally stop being a business failure.

124. Upon stealing and using Plaintiffs digital assets, Authentic Yoga's website stated that "Dave joined the online teaching movement and within weeks had established an online platform to unify our community of teachers and students."

125. David Scher, in exchange, would use his law license to threaten, intimidate, and harass Plaintiffs and others.

126. David Scher devised a plan where Michael Rosengart would make knowingly false legal and business claims about Plaintiffs and any entity doing business as BYNDfit, and others.

127. Rosengart, in return, would pay no money to David Scher for legal services while using the resources of Hoyer Law Group PLLC.

128. To date, Michael Rosengart has paid no money for legal services to Hoyer Law Group.

129. Mr. Scher's role included making unsubstantiated threats to numerous parties.

130. Mr. Scher threatened negative media attention directed at BF Management, the larger BYNDfit brand and Mr. Rahbar if they did not comply with his demands or pay him personally.

131. Mr. Scher knew that Plaintiff and Mr. Rahbar have a negative relationship with Washington Business Journals as they are an organization that routinely participates in pay-for-press coverage.

132. In March 2020, David Scher sought out Adam Medici of Washington Business Journals (hereinafter "WBJ") to have as many negative stories about Plaintiffs as possible.

133. Mr. Scher, unwilling to become an advertiser of WBJ was the sole reason that WBJ did not write a knowingly defamatory article.

134. Scher could not physically start a digital fitness company in mere days, as he publicly claimed, without the stolen resources of Plaintiff or Mr. Rahbar.

135. Authentic Yoga and Charlies House, through David Scher, directly used Plaintiffs resources, ideas, theories, email lists and other information after routinely failing in previous fitness business endeavors.

136. When confronted with these facts, Mr. Rosengart, with David Scher's help, began to immediately attempt to cover their tracks.

137. Upon notice that BF Management had knowledge of his theft of property for his own personal company, Mr. Scher has begun scrubbing Authentic Yoga's website of all mentions of how and when he started the company – or even the fact that he is the owner and founder.

138. Instead, Authentic Yoga's website now pretends that David is just one of many Yoga instructors instead of its owner.

139. Mr. Scher had Michael distribute all our digital properties to various third parties to appear as if they were not the property of BF Management and Plaintiffs, but rather "common" digital items.

140. Michael Rosengart gave pictures— that were never distributed – to Fairfax Pilates, a Pilates studio in Fairfax city.

141. The only way Mr. Rosengart would have these files was by directly downloading them from BF Management's servers.

142. Mr. Rosengart also gave all relevant yoga files to Yoga Alliance in an effort to appear as though the propriety work of Mr. Rahbar and BF Management was common knowledge.

143. However, the documents created by BF Management and Mr. Rahbar were clearly created from scratch after spending millions of dollars over a period of years.

144. Mr. Scher advised Mr. Rosengart to delete all his social media posts on both Instagram handles during the time of his employment with BF Management, LLC.

145. Mr. Scher then also deleted the “terms and conditions” of Authentic Yoga which was an identical replica of the terms and conditions of BF Management after Max Masinter alerted Mr. Rahbar of the word for word language contained in Authentic Yoga’s terms and conditions.

146. The terms and conditions were actually a document created by BF Management for its use with in-person members. That document was never published and could only be obtained by Michael Rosengart and David Scher through Rosengart’s illegal taking and Scher’s aiding and abiding the actions.<sup>9</sup>

147. Mr. Scher, in a hurry to replace all stolen information, created a new terms and conditions for Authentic Yoga. The new terms and conditions states, in full:

“I understand that yoga includes physical movements as well as an opportunity for relaxation, stress re-education and relief of muscular tension. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If I experience any pain or discomfort, I will listen to my body, discontinue the activity, and ask for support from the instructor. I will continue to breathe smoothly. I assume full responsibility for any and all damages, which may incur through participation.

Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. By signing, I affirm that a licensed physician has verified my good health and physical condition to participate in such a fitness program. In addition, I will make the instructor aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against the studio, its owners, and its instructors.

I have read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law in the State of Maryland.”

148. Mr. Scher, in his haste to cover his tracks, did not create a document that any lawyer would ever find appropriate, legally binding or to include basic information.

149. Without Plaintiffs work product, Mr. Scher did not realize that Terms and Conditions should include the name of his entity.

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<sup>9</sup> Please See Exhibit 13 for a screen shot of the lower half of the original home page link to the “terms and conditions” page of Authentic page.

150. Without Plaintiffs work product, Mr. Scher did not realize that Terms and Conditions should include the name of the client.

151. Without Plaintiffs work product, Mr. Scher did not realize that Terms and Conditions should include the date.

152. Without Plaintiffs work product, Mr. Scher did not realize that Terms and Conditions should include the period covered.

153. Without Plaintiffs work product, Mr. Scher did not realize that Terms and Conditions should include other basic information common to contracts and/or software service businesses and/or basic fitness terms.

154. Further, Mr. Scher, through Authentic Yoga and Charlies House stole and utilized the proprietary pricing structure of BF Management.

155. Further, Mr. Scher, through Authentic Yoga and Charlies House stole and utilized the research required to have an online class – including the software and hardware needed.

156. Further, Mr. Scher, through Authentic Yoga and Charlies House stole and utilized the clothing theories and concepts of BF Management.

157. Further, Mr. Scher, through Authentic Yoga and Charlies House stole and utilized the training materials of BF Management.

**Files removed, altered, destroyed, copied or stolen by Michael Rosengart and David Scher**

158. Upon realizing that Michael Rosengart was illegally accessing computer systems owned and operated by BF Management, Raymond Rahbar and BF Management jointly entered into a contract with a third-party vendor to discover the extent of the damage done by Michael Rosengart and to investigate how such illegal activity occurred.

159. The contract entered into personally cost Mr. Rahbar and BF Management \$350,000.00 and was in compliance with, but not limited to, the Virginia Computer Crimes Act.

160. The findings were staggering.

161. Michael Rosengart deleted BF Management and Raymond Rahbar's access to the following known files, systems, calendars, text messages, email accounts and other accounts:

- a. All work created by, used by or accessed by Michael Rosengart during his brief tenure prior to being fired for making wildly sexist and racist remarks.
- b. All emails associated with PT.BYNDFIT@gmail.com
- c. All files associated with PT.BYNDFIT@gmail.com
- d. All communications associated with PT.BYNDFIT@gmail.com
- e. All text messages associated with PT.BYNDFIT@gmail.com
- f. All calendar information associated with PT.BYNDFIT@gmail.com
- g. Instagram account for BF Managements Personal Training system including all messages, data, files, pictures and other files generally found with it.
- h. All Google Drive text files associated with michael@byndfit.com
- i. All Google Drive media files associated with michael@byndfit.com
- j. All Google Drive files shared with michael@byndfit.com or given permission, access or authority.
- k. All calendar entries for Michael@byndfit.com
- l. List Serves from WeWork that would cost in excess of \$10,000,000.00 to replicate. These files were the property of Carl Pierre who Mr. Rosengart

personally knew had lent the proprietary information for the benefit of BF Management.

- m. List Serves developed by Raymond Rahbar for the benefit of himself and NextGen Angels that would cost in excess of \$1,000,000 to replicate.
- n. List Serves developed by Raymond Rahbar for the benefit of himself and HD Happy Hour that would cost in excess of \$150,000 to replicate.
- o. List Serves developed by Raymond Rahbar for the benefit of himself and MakeOffices, LLC that would cost in excess of \$800,000.00 to replicate.
- p. List Serves developed by Raymond Rahbar for the benefit of himself and UberStories that would cost in excess of \$2,000,000.00 to replicate.
- q. List Serves purchased, traded, and bartered by Raymond Rahbar for the benefit of himself and others that would cost in excess of \$12,000,000.00 to replicate.
- r. All voicemails associated with Google Voice.
- s. All text messages associated with Google Voice.
- t. All call information associated with Google Voice.
- u. All contact information associated with Google Voice.
- v. Selected financial projections created by Raymond Rahbar.
- w. All pricing information related to Personal Training.
- x. All yoga training manuals that have since been used by David Scher with Authentic Yoga.
- y. All proprietary immersive cycling training manuals.

- z. All resumes and employment documents related to all employees involved in Personal Training at BF Management, LLC.
  - aa. All scientific research that was to be used in upcoming blogs, news articles and other published works.
  - bb. David Scher had recently admitted – in open court - that he personally stole the personnel files of employees of BF Management from the Gusto system maintained and operated by BF Management.

**The Actions of David Scher and Micheal Rosengart Killed Ability to Pivot Current Plans and Destroyed all modern Future Business Plans**

162. Many of the digital assets created by Mr. Rahbar were modified, improved and created in a way that allowed BF Management and Mr. Rahbar to realize their value over years and decades.

163. Mr. Rahbar had personally spent millions of dollars establishing these digital assets.

164. The pandemic provided the perfect opportunity to engage in fitness digitally – an industry that was in its early days but lacking financial success prior to Covid-19 pandemic. With the pandemic, Plaintiffs saw an excellent opportunity to engage in various new digital strategies.

165. But for Michael Rosengart and David Scher's actions, Plaintiffs were unable to utilize the unique opportunities brought about by the Pandemic online fitness spending by consumers throughout America.

166. Since its inception, the vast majority of primary assets of BF Management were digital assets.

167. Since its inception, most entities doing business as “BYNDfit”, a trademark for which both Michael Rosengart and David Scher were familiar, were digital assets.

168. By stealing all digital assets, Michael Rosengart and David Scher effectively stole the entities by engaging in a transfer of substantially all the assets of these entities.

169. By stealing all the assets, the defendants collectively wiped out Mr. Rahbar's \$50,000,000.00 shareholder value in BF Management, LLC.

170. Further, David Scher and Michael Rosengart wiped out all shareholder value of every single BYNDfit enterprise depriving Mr. Rahbar of tens of millions of dollars of shareholder value.

171. Mr. Rosengart had known, seen and access the financial projections of BF Management and had personal knowledge of its projections.

172. Mr. Rosengart personally knew that BF Management was projected to have revenue of \$150,000,000.00 over a 15 year period prior to his illegal acts.

173. Mr. Rosengart personally knew that BF Management revenue was \$80,000 per month at the time of his firing.

174. Mr. Rosengart personally knew that BF Management was projected to have profit of \$75,000,000.00 over a 15-year period prior to his illegal acts.

175. All research curated by BF Management and Mr. Rahbar was used in a book published directly by Michael Rosengart titled "Prehab Exercises Static Stretching: Illustrated Guide to the ABC Approach" directly poaching the financial benefits of Mr. Rahbar.

176. Michael Rosengarts direct actions were deliberate and designed to steal the property of Bf Management, Raymond Rahbar and Carl Pierre all the while to enrich himself, David Scher and their respective failing enterprises.

**Michael Rosengart has a History and Pattern of Fraudulent  
Computer File Access and Fraudulently Converting Revenue and Assets to Himself**

177. Michael Rosengart has a history and pattern of stealing digital files from former employers.

178. Michael Rosengart, was fired from Equinox in 2018 for cause.

179. Shortly after being fired for cause, Mr. Rosengart had gained access to Equinox Fitness systems files.

180. Michael Rosengart's wife, Eva Rosengart, was a long-time employee of Equinox.

181. Eva Rosengart (hereinafter, Ms. Rosengart or Eva) knew and helped Mr. Rosengart with Prehab Exercises while continuing to work at Equinox and certifying she had no conflict of interest.

182. Ms. Rosengart did not just give all of personal work files to Mr. Rosengart. She gave unfiltered computer access to all of Equinox's internal management documents to steal their information for Michael to use with Prehab Exercises.

183. Equinox's website was: [https://equinox.learningecosystems.net/eco\\_login.php](https://equinox.learningecosystems.net/eco_login.php).

184. The log in username was 070090 which was Eva Rosengart's Employee ID number.

185. The password was "teameqx" (all lower case).<sup>10</sup>

186. Michael downloaded all the documents he could and passed them off as his own work product. *Please see Exhibit 14* for a copy of stolen "Sales Guide" from Equinox as an example of the types of documents stolen by Mr. Rosengart and Eva Rosengart.

187. Even after Equinox discontinued the username/password, Eva purposefully gave Mr. Rosengart unfettered access to Equinox University documents. *Please see Exhibit 15* where Mr.

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<sup>10</sup> The Court should know that Equinox has since killed this username and password and changed the website. No actionable information by a wrongdoer is given out with this disclosure.

Rosengart states in an email: "I do have access to EQU (Equinox University) because my wife is an employee and I use her login in."

188. Both Prehab Exercises and Michael Rosengart continue to use stolen information from Equinox.

189. While employed by Equinox<sup>11</sup>, Michael Rosengart would take clients of Equinox and funnel them to himself and Prehab Exercises depriving Equinox of revenue and the benefits of training and hiring Michael Rosengart.

190. While employed by St. James<sup>12</sup>, Michael Rosengart would take clients of St. James and funnel them to himself and Prehab Exercises depriving St. James of revenue and the benefits of training and hiring Michael Rosengart.

191. During his employment with both companies, Michael Rosengart would routinely tell the clients of his employer that he can personally train them at his own address. *Please see Exhibit 16* of a copy of one such advertisement Michael would do to his personal residence.

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<sup>11</sup> Equinox is a fitness brand where Michael had worked in both Tysons Corner and in California.

<sup>12</sup> St. James is a fitness brand where Michael had worked in Fairfax County, VA.

**COUNT I**  
**VIOLATION OF VIRGINIA CRIME ACT**  
**(All Plaintiffs against All Defendants)**

192. Plaintiffs Ramond Rahbar and Carl Pierre incorporates herein by reference its allegations set forth above.

193. In *Rosciszewski v. Arete Associates, Inc.*, 1 F.3d 225 (4th Cir. 1993), the court articulated the "elements necessary to show a violation of § 18.2-152.3 of the Virginia Computer Crimes Act are: (1) that the defendant "use[d] a computer or computer network;" (2) "without authority;" and (3) "with the intent to . . . [o]btain property or services by false pretenses; . . . [e]mbezzle or commit larceny; or . . . [c]onvert the property of another." Va. Code Ann. § 18.2-152.3; see also id. § 18.2-152.12(A) (providing a civil cause of action for damages to one injured as a result of a violation of the Act)."

194. The Virginia Computer Crimes Act (VCCA) prohibits certain unauthorized uses of computers and computer systems, including:

- "Obtain[ing] property or services by false pretenses; Embezzl[ing] or commit[ting] larceny; or Convert[ing] the property of another" (see Va. Code § 18.2-152.3);
- "(W]ith malicious intent ... "Temporarily or permanently remov[ing], halt[ing], or otherwise disable any computer data, computer programs or computer software from a computer or computer network; Cause a computer to malfunction, regardless of how long the malfunction persists; Alter, disable, or erase any computer data, computer programs or computer software; ..... Use a computer or computer network to make or cause to be made an unauthorized copy, in any form, including, but not limited to, any printed or electronic form of computer data, computer programs or computer software residing in, communicated by, or produced by a computer or computer network; ...

Install or cause to be installed, or collect information through, computer software that records all or a majority of the keystrokes made on the computer of another without the computer owner's authorization; or Install or cause to be installed on the computer of another, computer software for the purpose of taking control of that computer so that it can cause damage to another computer or disabling or disrupting the ability of the computer to share or transmit instructions or data to other computers or to any related computer equipment or devices, including but not limited to printers, scanners, or fax machines" (see Va. Code §18.2-152.4);

- “[I]ntentionally examin[ing] without authority any employment, salary, credit or any other financial or identifying information, as defined in clauses (iii) through (xiii) of subsection C of § 18.2-186.3, relating to any other person” (see Va. Code §18.2-152.5);
- “[O]btain, access, or record, through the use of material artifice, trickery or deception, any identifying information, as defined in clauses (iii) through (xiii) of subsection C of § 18.2-186.3” or “sell or distribute such information to another” (Va. Code § 18.2-152.5:1); and
- “[Willfully obtain computer services without authority” (Va. Code § 18.2-152.6).

195. The VCCA authorizes “[a]ny person whose property or person is injured by reason of a violation of any provision of [the VCCA] or by any act of computer trespass ... regardless of whether such act is committed with malicious intent [to] sue therefor and recover for any damages sustained and the costs of suit.” Sq Va. Code § 18.2-152.12.

196. Each and all of the Defendants violated the above prohibitions, either personally or in conspiracy with the other Defendants, as set forth more particularly above. Mr. Rosengart repeatedly hacked into secured computer email systems and other electronic systems and

accounts without authorization; took control of and prevented the Plaintiffs use of those systems and accounts; tampered with, copied, deleted, and/or stole the Plaintiffs secured emails, documents, and data; captured and viewed sensitive personal information of the Plaintiffs employees; installed monitoring controls to record communications of the Plaintiffs employees; and disseminated the Plaintiffs confidential and privileged information among the Defendants, at their request and direction while Mr. Scher purposefully aided and abetted the actions of Mr. Rosengart with his own unique actions as more fully described above.

197. Mr. Rosengart also accessed, stole, and distributed the Plaintiffs emails, documents, and data without authorization to all other Defendants. As more fully described above, the Defendants all allowed, supported, received, and used for their benefit the stolen emails, documents, and data as part of a common scheme to damage Mr. Rahbar personally and benefit themselves with ill-gotten material.

198. The emails, documents, and data, including passwords, that the Defendants tampered with, deleted, trafficked, and/or stole were very valuable, and their loss has been very disruptive and costly. The Defendants' unauthorized use of that information to damage Plaintiffs and others has further damaged Plaintiffs by, among other things, disrupting and destroying the Plaintiffs ability to effectively operate existing and new business ventures, preventing the Plaintiffs growth and financial profitability, and wasting and diverting significant time. The Plaintiffs have been forced to incur \$350,000.00 in direct costs to investigate and determine the extent of the repairs and harms caused by the Defendants. Thus, Plaintiffs were damaged as a reasonable, foreseeable, direct, and proximate result of the Defendants' actions in an amount in excess of \$23,000,000.00 in direct damages, \$350,000.00 in investigation costs, \$100,000,000.00 in shareholder value damage and other losses.

**COUNT II**  
**Conversion of Personal Property (digital files)**  
**(All Plaintiffs vs. All Defendants)**

199. Plaintiffs Raymond Rahbar and Carl Pierre incorporate herein by reference its allegations set forth above.

200. As set forth more particularly above, each and all of the Defendants have assumed and exercised control over and ownership of, and disrupted and interfered with, Plaintiffs and BF Managements secured computer email system and other electronic systems and accounts, either personally or in conspiracy with the other Defendants, as well as its secured emails, documents, and data.

201. The above-described property belonged to Plaintiff Raymond Rahbar, Plaintiff Carl Pierre and BF Management and not to any of the Defendants.

202. The Defendants' foregoing misconduct has denied Plaintiffs the use and possession of its property and its rights as the owner of that property.

203. The emails, documents, and data, that the Defendants stole were very valuable, and their loss, and the loss of their use, has been very disruptive and costly. The Defendants' unauthorized use of that information to financially benefits themselves by, among other things, disrupting and destroying the Plaintiffs ability to effectively operate its businesses and futures businesses, preventing the Plaintiffs growth and financial profitability, and wasting and diverting significant executive time. The Company has been forced to incur \$350,000.00 in costs to investigate and repair the harms caused by the Defendants. Thus, Plaintiffs were damaged as a reasonable, foreseeable, direct, and proximate result of the Defendants' actions in an amount not less than \$23,000,000.00 million in compensatory damages and seeks additional punitive damages, costs, and other damages as warranted.

**COUNT III**

**Conversion of Personal Property (shares)**

**(Plaintiff Raymond Rahbar vs Defendants Michael Rosengart and David Scher)**

204. Plaintiffs Raymond Rahbar and Carl Pierre incorporates herein by reference its allegations set forth above.

205. As set forth more particularly above, Defendant Michael Rosengart and Defendant David Scher have assumed and exercised control over and ownership of, BF Management, LLC and its assets, including but not limited to its secured computer email system and other electronic systems and accounts, either personally or in conspiracy with the other Defendants, as well as its secured emails, documents, and data, including confidential and privileged communications with the Plaintiffs' counsel.

206. A transfer of substantially all the assets of a company is a transfer of the underlying company itself under Virginia law whether the transfer took place voluntarily or involuntarily.

207. The above-described shares belonged to Plaintiff Raymond Rahbar and not to any of the Defendants.

208. The Defendants' foregoing misconduct has denied Plaintiff the use and possession of its share property and its rights as the owner of that property. Thus, Plaintiff Raymond Rahbar was damaged as a reasonable, foreseeable, direct, and proximate result of the Defendants' actions in an amount not less than \$50,000,000.00 million in damages.

**COUNT IV**

**TRESPASS TO CHATTELS**

**(Plaintiff Raymond Rahbar against Defendant Michael Rosengart)**

209. Plaintiff Raymond Rahbar incorporates herein by reference the allegations set forth above.

210. Defendant Michael Rosengart's actions in taking over email accounts and general intrusion into the computer systems of BF Management and Plaintiff Rahbar results in unauthorized access to the computers and servers associated with BF Management and Raymond Rahbar by defendant Michael Rosengart

211. Defendant Michael Rosengart intentionally caused this conduct, and this conduct was fraudulent behavior without the authorization or consent of Plaintiff Raymond Rahbar or BF Management.

212. Defendant Michael Rosengart has assumed and exercised control over and ownership of, and disrupted and interfered with, Plaintiff Rahbar's secured computer email system and other electronic systems and accounts, either personally or in conspiracy with the other Defendants, as well as its secured emails, documents, and data, including confidential and privileged communications.

213. The above-described property belonged to Plaintiff Rahbar, Plaintiff Pierre and BF Management and not to any of the Defendants.

214. The Defendants' foregoing misconduct has denied and interfered with Plaintiff Rahbar's use and possession of its property and its rights as the owner of that property.

215. The emails, documents, and data, that the Defendants stole were very valuable, and their loss, and the loss of their use, has been very disruptive and costly and as a result of Defendant Michael Rosengart's unauthorized and intentional conduct Plaintiff Rahbar has been damaged in an amount to be proven at trial.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(All Plaintiffs against All Defendants)**

216. Plaintiff Raymond Rahbar incorporates herein by reference the allegations set forth above.

217. Defendant Michael Rosengart's actions in taking over email accounts and general intrusion into the computer systems of BF Management and Plaintiff Rahbar results in unauthorized access to the computers and servers associated with BF Management and Raymond Rahbar by defendant Michael Rosengart

218. Defendant Michael Rosengart intentionally caused this conduct, and this conduct was fraudulent behavior without the authorization or consent of Plaintiff Raymond Rahbar or BF Management.

219. Defendants profited unjustly from their unauthorized and unlicensed use of Mr. Rahbar and Mr. Pierre's digital files by among other things diverting revenue from Mr. Rahbar and his companies and directing fraudulent use of these files by various means of monetization thereby defrauding Mr. Rahbar and his companies.

220. The emails, documents, and data, that the Defendants stole were very valuable, and their loss, and the loss of their use, has been very disruptive and costly and as a result of Defendant Michael Rosengart's unauthorized and intentional conduct Plaintiff Rahbar has been damaged in an amount to be proven at trial.

**COUNT VI**  
**INJUNCTION**  
**(All Plaintiffs Against All Defendants)**

221. Mr. Rahbar incorporates herein by reference its allegations set forth above.

222. Each and all of the Defendants, either personally or in conspiracy with the other Defendants, repeatedly hacked into Mr. Rahbar and BF Managements secured computer email

system and other electronic systems and accounts without authorization; took control of and prevented the Plaintiffs use of those systems and accounts; tampered with, copied, deleted, and/or stole the Plaintiffs secured emails, documents, and data; captured and viewed sensitive personal information of the Plaintiffs employees; installed monitoring controls to record communications of the Plaintiffs employees; and disseminated the Plaintiffs confidential and privileged information among the Defendants, at their request and direction.

223. The emails, documents, and data, including passwords, that the Defendants stole, and now possess, are very valuable to Mr. Rahbar and BF Managements operations, and Plaintiffs will be irreparably harmed if it is not returned. Plaintiffs also will be irreparably harmed if the Defendants continue to disseminate and publish the Plaintiffs confidential and privileged information.

224. The Defendants, on the other hand, will not be harmed if they are enjoined from continuing their misconduct, including their continued unauthorized retention of Plaintiffs files and data. Mr. Rahbar and BF Managements is likely to prevail on its claims that Defendants' invasions and thefts of Plaintiffs and BF Managements documents and data were unlawful. And an injunction would be consistent with the public interest, as expressed in the Virginia Computer Crime Act, of protecting the integrity of computers and computer systems and the privacy of secured information.

225. Accordingly, Mr. Rahbar requests both temporary and permanent injunctive relief to remedy the Defendants' thefts of the Plaintiffs emails, documents, and other data.

#### PRAYER FOR RELIEF

THEREFORE, Plaintiffs Raymond Rahbar and Carl Pierre respectfully requests the following relief:

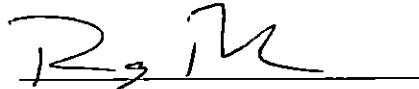
1. An award of compensatory damages in an amount to be proven at trial, but not less than seventy-three million dollars (\$46,000,000.00) for conversion of personal property and violations of the Virginia Computer Crime Act.
2. An award of compensatory damages in an amount to be proven at trial, but not less than fifty million dollars (\$50,000,000.00) for conversion of personal property in the form of equity effectively taken.
3. An award of punitive damages of not less than \$150 million pursuant to VCAA, and as may otherwise be allowed by law;
4. An award of attorneys' fees and costs pursuant to state law under the Virginia Computer Crime Act;
5. An award of temporary and permanent injunctive relief from Defendants operating, using or disseminating, viewing or handling any document produced, created or owned by Plaintiffs.
6. An award of constructive trusts on the Defendants' property, to the extent of their misappropriation Mr. Rahbar's, Mr. Pierre's and BF Management's property; and
7. Where the actions of Rosengart and David Scher itself is of such a nature as to preclude the ascertainment of the amount of damages with certainty, it would be a perversion of fundamental principles of justice to deny all relief to the injured parties, and thereby relieve the wrongdoer from making any amend for his act. *Story Parchment Co. v. Paterson Parchment Paper Co.*, 282 U.S. 555, 563, 51 S.Ct. 248, 250, 75 L.Ed. 544 (1931); and

wrongdoer from making any amend for his act. *Story Parchment Co. v. Paterson Parchment*

*Paper Co.*, 282 U.S. 555, 563, 51 S.Ct. 248, 250, 75 L.Ed. 544 (1931); and

8. Such other and further relief as the Court deems proper.

Respectfully submitted,



/s/ Raymond Rahbar

Date Signed: 9/11/2023

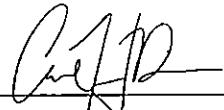
Raymond Rahbar

10110 Nedra Drive

Great Falls, VA 22066

703-597-3034

Raymond.rahbar@gmail.com



/s/ Carl Pierre

Date Signed: 9/10/2023

Carl Pierre

205 Yoakum Parkway

Apt 424

Alexandria, VA 223204

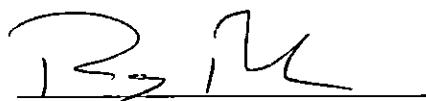
703-220-5285

Carl.Pierre.Heinz@gmail.com

**Demand for Jury Trial**

Plaintiff Raymond Rahbar and Carl Pierre respectfully request a jury trial on all issues so triable in accordance with Virginia law and Rule 3:21.

Respectfully submitted,



/s/ Raymond Rahbar  
Date Signed: 9/11/2023  
Raymond Rahbar  
10110 Nedra Drive  
Great Falls, VA 22066  
703-597-3034  
[Raymond.rahbar@gmail.com](mailto:Raymond.rahbar@gmail.com)

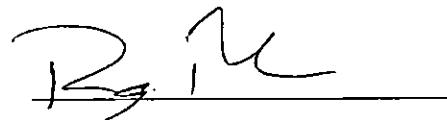


/s/ Carl Pierre  
Date Signed: 9/10/2023  
Carl Pierre  
205 Yoakum Parkway  
Apt 424  
Alexandria, VA 223204  
703-220-5285  
[Carl.Pierre.Heinz@gmail.com](mailto:Carl.Pierre.Heinz@gmail.com)

VERIFICATION

I solemnly affirm under penalty of perjury that the factual allegations contained in the foregoing Complaint are true to the best of my knowledge, information, and belief.

Respectfully submitted,



/s/ Raymond Rahbar  
Date Signed: 9/11/2023  
Raymond Rahbar  
10110 Nedra Drive  
Great Falls, VA 22066  
703-597-3034  
[Raymond.rahbar@gmail.com](mailto:Raymond.rahbar@gmail.com)



/s/ Carl Pierre  
Date Signed: 9/10/2023  
Carl Pierre  
205 Yoakum Parkway  
Apt 424  
Alexandria, VA 223204  
703-220-5285  
[Carl.Pierre.Heinz@gmail.com](mailto:Carl.Pierre.Heinz@gmail.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 11th day of September 2023, a copy of the foregoing was served via first class mail to:

Prehab Exercises, LLC  
Serve: Registered Agent Michael Rosengart  
8250 Westpark Drive, Apt 823  
McLean, VA, 22102

Charlie's House LLC  
Serve: Registered Agent David Scher  
252 Hart Mews  
Gaithersburg, MD 20878

Authentic Yoga Studios, LLC  
Serve: Registered Agent David Scher  
252 Hart Mews  
Gaithersburg, MD 20878

Hoyer Law Firm, PLLC  
Serve: Registered Agent Sean Estes  
2801 West Busch Blvd.  
Suite 200  
Tampa, FL 33618

Respectfully submitted,



/s/ Raymond Rahbar  
Date Signed: 9/11/2023  
Raymond Rahbar  
10110 Nedra Drive  
Great Falls, VA 22066  
703-597-3034  
Raymond.rahbar@gmail.com

## **Exhibit 1**

Commonwealth of Virginia  
 State Corporation Commission  
 Office of the Clerk  
 Entity ID: 11190420  
 Filing Number: 2103093015714  
 Filing Date/Time: 03/09/2021 05:42 PM  
 Effective Date/Time: 03/09/2021 05:42 PM

### Limited Liability Company - Articles of Organization

#### Entity Information

Entity Name: Prehab Exercises, LLC Entity Type: Limited Liability Company

#### Business Type

Industry Code: 0 - General

#### Duration

Perpetual(forever)

#### Registered Agent Information

RA Type: An Individual who is a resident of Virginia

Locality: FAIRFAX COUNTY

RA Qualification: Member or Manager of the Limited Liability Company

Name: Michael Rosengart

Email Address: michael@prehabexercises.com

The company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

8250 Westpark Dr Apt 823,  
 Registered Office Mc Lean, VA, 22102 - 3193,  
 Address: USA Contact Number: N/A

#### Principal Office Address

Address: Michael Rosengart, 8250 Westpark Dr Apt 823, Mc Lean, VA, 22102 - 3193, USA

#### Principal Information

Management Structure: Manager-Managed

#### Signature Information

Date Signed: 03/09/2021

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Michael Rosengart	Michael Rosengart	Organizer

## **Exhibit 2**

## ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:

Charlie's House LLC (W20469383)

(2) The address of the Limited Liability Company in Maryland is:

252 Hart Mews, Gaithersburg, MD, 20878

(3) In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency?

No

(4) The Resident Agent of the Limited Liability Company in Maryland is:

David Scher

whose address is:

252 Hart Mews, Gaithersburg, MD, 20878

(5) Signature(s) of Authorized Person(s):

David Scher

(6) Signature(s) of Resident Agent(s):

David Scher

(7) Filing party's name and return address:

Mr . David Scher, 252 Hart Mews, Gaithersburg, MD, 20878

I hereby consent to my designation in this document.

## **Exhibit 3**

January 23, 2020

Michael Rosengart  
18819 Island Drive  
Hagerstown MD 21742  
[michaelrosengart@gmail.com](mailto:michaelrosengart@gmail.com)  
(917) 406-0375

## **Hacking Personal Gmail Account and Instagram Account**

### ***Brief Summary***

I was hired as an executive for BYNDfit / BF Management LLC responsible for the personal training department on July 22, 2019.

During my employment, I created a personal Google Gmail account, [pt.byndfit@gmail.com](mailto:pt.byndfit@gmail.com), in order to use a Google Voice number and contact vendors and potential hires.

BF Management refuse to pay for a telephone for which I could use to conduct company business.

I saw Google Voice as a safe alternative to use for the company as opposed to utilizing my own private cell phone number.

I also created an Instagram account, @BYNDfit.pt, for recruiting purposes for the personal training department because many fitness professionals are very active on Instagram as oppose to LinkedIn.

My employment was terminated on January 3, 2020.

### ***Personal Gmail Account Hacked***

On January 9, 2020, a Google Gmail account that I made was hacked and I was locked out of that account.

I received several account alerts from Google reporting:

New Sign-in to the account  
Password Change to Account  
Recovery Email Change to Account

I was soon locked out of the Gmail account.

Next, I witness the @BYNDfit.pt account on Instagram was deleted.

### ***Account Recovery Process***

On January 15, 2020, I initiated the account recovery process via Google.

On January 17, 2020, Google honored my request and turned off the Two-Step Verification process for the account and allow me access to the account once again.

Once I gained access to the account, I deleted the Google Voice number and took a screenshot of the telephone number listed on the account as the Recovery Number and Two-Step Verification number.

The telephone number belongs to Raymond Rahbar, the CEO of BYNDfit and BF Management LLC.

### Delete Account

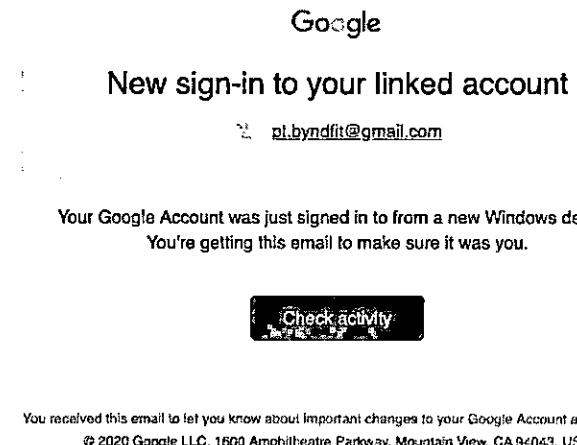
Once I had access to the account, I deleted the account after I had taken a screenshot that documents Raymond Rahbar's phone number was listed on the account.

### Evidence

Here are all of the screenshots that capture the Google Account Alerts and the Recovery Phone Number Changed to Raymond Rahbar.



Your account [michael@prehabexercises.com](mailto:michael@prehabexercises.com) is listed as the recovery email for [pl\\_byndfit@gmail.com](mailto:pl_byndfit@gmail.com). Don't recognize this account? Click here



You received this email to let you know about important changes to your Google Account and services.  
© 2020 Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA



Your account [michael@prehabexercises.com](mailto:michael@prehabexercises.com) is listed as the recovery email for [pt\\_byndfit@gmail.com](mailto:pt_byndfit@gmail.com). Don't recognize this account? Click here

Google  
Password was changed for your linked account

pt\_byndfit@gmail.com

The password for your Google account [pt\\_byndfit@gmail.com](mailto:pt_byndfit@gmail.com) was changed. If you didn't change it, you should recover your account.

You received this email to let you know about important changes to your Google Account and services.  
© 2020 Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA



Your account [michael@prehabexercises.com](mailto:michael@prehabexercises.com) is listed as the recovery email for [pt\\_byndfit@gmail.com](mailto:pt_byndfit@gmail.com).

Google  
Recovery email was changed for your linked Google Account

pt\_byndfit@gmail.com

The recovery email for your account was changed. If you didn't change it, you should check what happened.

Check activity

You received this email to let you know about important changes to your Google Account and services.  
© 2020 Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA



Your account [michael@prehabexercises.com](mailto:michael@prehabexercises.com) is listed as the recovery email for [ptbyndit@gmail.com](mailto:ptbyndit@gmail.com). Don't recognize this account? [Click here](#)

**Google**  
Recovery phone was changed for your  
linked Google Account

[ptbyndit@gmail.com](mailto:ptbyndit@gmail.com)

The recovery phone for your account was changed. If you didn't change it, you should check what happened.

[Check activity](#)

You received this email to let you know about important changes to your Google Account and services.  
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Google



## Your Google Account Recovery Request

Hi,

We're now reviewing the information you provided about pt.byndfit, and we'll reply to you soon.

You can check the status of your request any time [here](#).

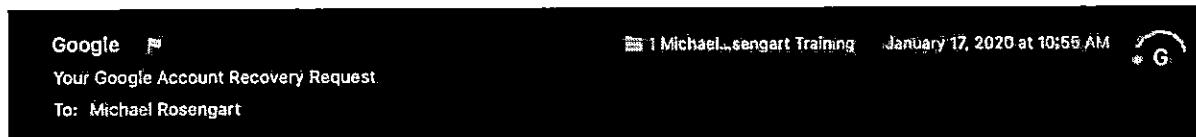
In the meantime, here are our most common troubleshooting fixes:

- **Back-up options**  
If you're having trouble signing in to web-based Google Services (like Gmail or Calendar) because you can't get a verification code on your primary phone, try using your back-up options: [back-up phone](#) or [back-up codes](#).
- **Application-specific passwords**  
If you're having trouble accessing an application on your mobile device (like the Gmail app) or an email client (like Outlook and Thunderbird), you may need to use [an application-specific password](#), instead of your personal password, when you sign in to them.

Sincerely,  
Lily  
The Google Accounts Team

This email can't receive replies. For more information, visit the Google Accounts Help Center.

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## Your Google Account Recovery Request

Hi,

Good news! You're just steps away from regaining access to pt.bynfdit.

Because you're having trouble with 2-step verification, we'll remove it from your account. To sign in now, just click below.



For that extra mile of security for your Google Account, we recommend that you re-enable 2-step verification on your account as soon as you're signed in.

We're glad to have you back!

Sincerely,  
Lily  
The Google Accounts Team

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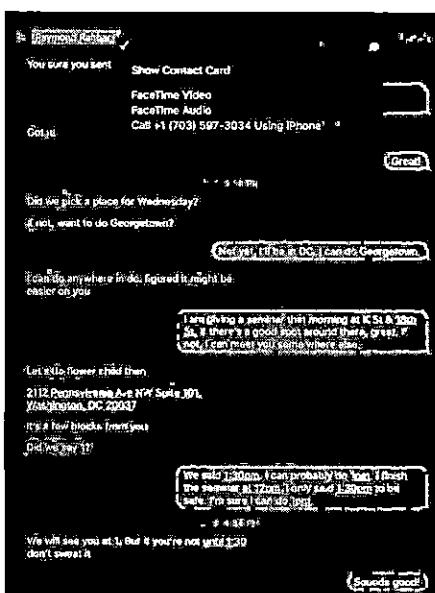
This email can't receive replies. For more information, visit the Google Accounts Help Center.

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(703) 597-3034 is Raymond Rahbar's cell phone number.

The screenshot shows the Google Account settings page at [myaccount.google.com](https://myaccount.google.com). The URL bar also shows "Voice > Voicemail". The main navigation bar includes links for Google, PN 2, PN2 Forum, Bridge Athletics, PEP Course, EXOS, XL Athlete, YouTube, Drive, Sheets, Forms, Facebook, PreHab Exercises, Video Manager, Google Account, and Security Checkup. Below the navigation bar, there is a search bar for "Search Google Account". The left sidebar lists categories: Home, Personal info, Data & personalization, Security, People & sharing, and Payments & subscriptions. Under "Contact info", it shows the email address pt.byndfit@gmail.com and the phone number (703) 597-3034. At the top right, it says "PASSWORD" and "Last changed 6:37 PM". A section titled "Choose what others see" with the sub-instruction "You decide what personal info you make visible to others across Google services" is present, accompanied by icons of a location pin, a lock, and a magnifying glass over a profile picture. A link "Go to About me" is located below this section.

Screenshot below is of a text sent by Raymond Rahbar to me and the confirmation that (703) 597-3034 belongs to Raymond Rahbar.



## **Exhibit 4**

2/21/2020

BYND Fit Mail - Fwd: BYNDfit.PT Instagram Account



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## Fwd: BYNDfit.PT Instagram Account

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Michael Rosengart <pt.byndfit@gmail.com>  
To: carl@byndfit.com, ryan@byndfit.com, raymond@byndfit.com

Thu, Jan 9, 2020 at 6:56 PM

----- Forwarded message -----

From: Personal Training BYNDfit <pt.byndfit@gmail.com>  
Date: Thu, Oct 10, 2019 at 12:52 PM  
Subject: BYNDfit.PT Instagram Account  
To: Michael Rosengart <michael@byndfit.com>, Logan Darr <logan@byndfit.com>

Here's the login information:

email: pt.byndfit@gmail.com

password: BYNDfit2020

It might be BYNDfit2020!

Thanks a lot!

Michael

Personal Training  
BYNDfit.

650 F ST NW  
Suite 150  
Washington, DC 20004  
www.byndfit.com

## **Exhibit 5**



Michael Rosengart <michael@byndfit.com>

## Security alert for your linked Google Account

1 message

Google <no-reply@accounts.google.com>  
To: michael@byndfit.com

Wed, Sep 25, 2019 at 12:09 PM

Your account michael@byndfit.com is listed as the recovery email for pt.byndfit@gmail.com. Don't recognize this account? Click here

Google

## iOS was granted access to your linked Google Account

pt.byndfit@gmail.com

If you did not grant access, you should check this activity and secure your account.

[Check activity](#)

You received this email to let you know about important changes to your Google Account and services.

© 2019 Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

## **Exhibit 6**



Raymond Rahbar <raymond.rahbar@byndfit.com>

Michael Rosengart v. Bynd Fit et al. and Raymond Rahbar, Carl Pierre and Ryan Macaulley individually

Dave Scher <dave@hoylelawgroup.com>  
To: "Raymond@BYNDfit.com" <Raymond@byndfit.com>, "Carl@BYNDfit.com" <Carl@byndfit.com>, "Ryan@BYNDfit.com" <Ryan@byndfit.com>

Tue, Feb 18, 2020 at 6:11 PM

Mr. Raymond Rahbar, Mr. Carl Pierre and Mr. Ryan Macaulley,

Our firm represents Mr. Michael Rosengart ("Mr. Rosengart" or "Plaintiff") with respect to his employment and related claims against Bynd Fit, LLC (and its related entities, including, for example, Bynd Holding, LLC, and BF Management LLC), and Raymond Rahbar et al. ("Defendants").

Mr. Rahbar's and Defendants' collective actions have caused the following: 1) unpaid wages times doubled, 2) future lost earnings as a result of firing him in retaliation for trying to get Defendants to conform to wage and tax laws, 3) unpaid unreimbursed expenses plus interest, 4) compensatory damages, and 5) attorneys' fees and costs.

Not only have Defendants failed to pay wages, but we are investigating whether they have continued to retaliate against Mr. Rosengart by defaming him in the industry. Mr. Rahbar committed fraud by representing himself as an attorney to Mr. Rosengart and then lying outright to the State Unemployment Commission claiming Mr. Rosengart is a "1099 contractor" just to avoid liability – causing those benefits to be denied. Defendants have also kept his name and likeness on the company website as if he still is an employee and without his consent, violating his right to privacy and harming his right to use his likeness for his own sales purposes. Defendants have violated numerous laws, quite blatantly.

The news and publicity around this new Bynd Fit facility in D.C. notwithstanding, it appears the operation is in reality a house of cards steered wildly unlawfully by a notorious character in the D.C. area.

We are presently preparing a Complaint, to be filed in D.C. Superior Court alleging breach of contract, promissory estoppel, fraud, violation of and retaliation in violation of the D.C. Wage Payment Act and Collection Act, DC Code §§ 32-1301 et al. ("DCWPA"), retaliation in violation of the Taxpayer First Act, defamation, invasion of privacy, and conversion. We are also investigating Defendants' possible violations of: the D.C. Wage Theft Act, the Computer Fraud and Abuse Act and other laws. Therefore, please allow this letter to serve as written notice to Defendants to preserve all evidence (including emails, texts, "chats", documents of any kind, phone messages, and any other communications) that is or may be relevant to this impending litigation.

If you have counsel please so advise and please have him or her contact me to discuss if you wish to resolve this matter out of court. Our willingness to negotiate an out of court resolution expires this Friday COB.

Regards,

Dave Scher, Partner

Hoyer Law Group, PLLC

1300 I Street N.W.

Suite 400E

Washington D.C. 20005

Phone: (202) 975-4994

Mobile: (202) 997-8227

Fax: (813) 375-3710

Toll-Free: (800) 651-2502

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## **Exhibit 7**



Raymond Rahbar <raymond.rahbar@gmail.com>

---

## Fwd: Byndfit

---

**Patrick Dillon** <pjd@freemanrauch.com>  
To: Raymond Rahbar <raymond.rahbar@gmail.com>  
Cc: Steve Freeman <srf@freemanrauch.com>

Fri, Nov 19, 2021 at 11:07 AM

FYI

Get Outlook for iOS

---

**From:** Dave Scher <dave@hoyerlawgroup.com>  
**Sent:** Friday, November 19, 2021 8:54 AM  
**To:** Steve Freeman; Patrick Dillon  
**Cc:** David Fulleborn  
**Subject:** FW: Byndfit

Steve and Patrick,

It occurred to me you may never have seen the email I sent to Max (who by the way used to work for me and is also a nice and competent lawyer steamrolled by Rahbar).

I sent the email in February of 2020 -before the covid lockdown.

Exhibit 1 is definitive and to this day uncontested proof that Michael Rosengart is an employee who even to this day still has unpaid wages. Rahbar could have settled this 18 months ago just by recognizing that and paying the unpaid wages. Instead he (in our view) made up documents, lied about all of it, pretended Michael is a contractor, committed a number of unlawful acts and now is perjuring himself - a felony - all to avoid paying a wage claim that at the time was around \$15,000 before statutory enhancements under D.C. Code 32.1308. (now of course we have over \$300K in fees and we intend to collect all of it). We may have mandatory reporting obligations with respect to Rahbar's felonies and are investigating this.

Exhibit 2 is definitive proof that Rosengart did \*not\* hack anything (although Rahbar attached it to allegedly prove that he did). The account was created by Rosengart himself - you cannot hack your own account - you just can't. He also explains in great detail the efforts he made to restore the account, because it contains even more proof that Rahbar is wrong and lying (over and over and over). Rahbar attached this claiming I spoliated evidence. First, spoliation only applies if there was ever a document request - which there never was. Second, the date of this memo from Rosengart is January 23, before I even knew who the man was - so how could I have caused him to destroy evidence? It's a big big lie that Rahbar is caught in and I plan to tell the Judge today directly and personally myself. I will personally ask that Rahbar be sanctioned for overtly and knowingly lying to the Court. We also are looking into whether his perjury must be reported to the DA. We are ready to brief this matter in full with incontrovertible evidence.

You should know we are done with the nonsense. We are coming after Rahbar with everything we have and we will not relent until we obtain full judgments on all claims and engage in every collection effort possible. We hope as we discussed you will avoid being in the cross-fire but again emphasize that we will move to compel your withdrawal today if you do not do so yourselves (again not because of any hostility but because we believe we must).

Regards,

Dave Scher, Partner  
Hoyer Law Group  
[www.hoyerlawgroup.com](http://www.hoyerlawgroup.com)  
[dave@hoyerlawgroup.com](mailto:dave@hoyerlawgroup.com)  
Direct: 202-997-8227

**From:** Dave Scher <[dave@hoyerlawgroup.com](mailto:dave@hoyerlawgroup.com)>  
**Sent:** Tuesday, February 25, 2020 8:47 AM  
**To:** Max Masinter <[mmasinter@gpslawgroup.com](mailto:mmasinter@gpslawgroup.com)>  
**Cc:** David Fulleborn <[dfulleborn@hoyerlawgroup.com](mailto:dfulleborn@hoyerlawgroup.com)>  
**Subject:** Re: Byndfit

Max,

Thanks for speaking yesterday. As discussed I've attached documents and provide the following information.

1. Defendants have committed numerous violations of the Wage Payment and Collection Act which provides for strict liability. Defendants missed payroll, were late, failed to pay ever, etc. etc. The violations are numerous. Attached is Mr. Rosengart's summary with supporting documents. Defendants contend there are some side emails whereby Mr. Rosengart would be a 1099. This is false. No such emails exist. Mr. Rahbar is simply lying outright. He needs to fix all of these violations, pay Mr. Rosengart what he is owed, and correct Mr. Rosengart's status as an employee with all appropriate government agencies (including payroll tax, etc.). Defendants also failed to provide promised health benefits so he is entitled to the cost of these benefits reimbursed as well.
2. Defendants to this day still refuse to remove Mr. Rosengart's likeness and image from its website and social media. Further, Mr. Rahbar stated his intention to continue to do so unless we pay him \$75,000. We decline to be extorted. There is no "release" agreement as Mr. Rahbar contends – that too is a lie.
3. Mr. Rosengart's unpaid expenses with the record of requests for payment were provided to the company in detail and are voluminous – I can send if you wish but it totals \$3,000.
4. Attached also is proof that Defendants hacked Mr. Rosengart, not the other way around.

To be clear, the documents and statements from Mr. Rosengart are being provided to you for settlement purposes and may not be used as admissions or evidence of any kind.

The above frankly is the tip of the iceberg for this case – including his claims for retaliatory discharge. We decline to slow down our process because we believe Mr. Rahbar is simply out to cause delay and will never act in good faith. That said of course we respect your intervention as counsel, will give you time to review, and will provide you a copy of the Complaint before we file.

Also – do you represent all of the individual defendants as well?

Regards,

Dave Scher, Partner  
Hoyer Law Group, PLLC  
Mobile: 202-997-8227

Ranked in the Top 100 by the National Trial Lawyers Association

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**From:** Max Masinter <mmasinter@gpslawgroup.com>  
**Date:** Monday, February 24, 2020 at 4:44 PM  
**To:** Dave Scher <dave@hoyerlawgroup.com>  
**Subject:** Byndfit

Hi Dave –

Here's my contact information.

Thanks,  
Max

**Max R. Masinter**  
*Principal*

T 443-898-6300

F 443-219-1021

M 443-622-0682

E [mmasinter@gpslawgroup.com](mailto:mmasinter@gpslawgroup.com)



GPS Law Group  
1777 Reisterstown Road, Suite 375  
Baltimore, Maryland 21208  
[www.gpslawgroup.com](http://www.gpslawgroup.com)



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---

 **Michael Rosengart - Hacking Personal Gmail Account and Instagram Account.pdf**  
1986K

## **Exhibit 8**

# MICHAEL ROSENGART

Email: [michael@prehabexercises.com](mailto:michael@prehabexercises.com) - Phone: (917) 406-0375

**Personal Trainer, Group Fitness Instructor, Performance Coach  
Educator, Illustrator and Author**

*Objective: To empower people and organizations to lead healthy, active lifestyles and achieve goals.*

**Experience-**

**The St. James Sports Complex and Health Club – Springfield, VA (2018-Present)**

**Personal Trainer, Group Fitness Instructor and Performance Coach**

Serve multiple roles in a Start-up Company.

- Create and teach two unique and popular Group Fitness Classes.
- Assess and lead clients through individually design training programs
- Assist in the training and conditioning of select sports program (football and softball)
- Instrumental in creating the member Health Assessment and procedure.

**PreHab Exercises – Los Angeles and Tysons Corner, VA (2012-Present)**

**Coach, Educator, Author & Illustrator**

Author and Illustrator of *PreHab Exercise Book for Runners*, *PreHab Exercise Book for Soft Tissue Therapy* and the PreHab Exercise website ([www.prehabexercises.com](http://www.prehabexercises.com)) as well as a PreHab Coach and Educator. Actively creating educational content in form of books, articles, videos and workshops.

**Responsibilities include:**

- Write and illustrate articles and books based on scientific research and experience.
- Answer questions and provide advice via online portals with readers and followers.
- Lead seminars and workshops at institutions and gyms, including: Santa Monica College, UCLA, Spectrum Athletic Clubs, Fox Studios, YMCA, Volvo Trucks, Xiong CrossFit, Over-Achieve Fitness, CrossFit Chambersburg and Equinox Fitness.

**Equinox Fitness – New York, Los Angeles and Tysons Corner, VA (2000-11 & 2016-18)**

**Master Instructor, Tier 3+ Personal Trainer and Group Fitness Instructor**

Served as Master Instructor (Staff Educator), Personal Trainer and Group Fitness Instructor for innovative fitness brand over the course of several years in three different cities.

**Accomplishments and responsibilities include:**

- Educated new trainers in formal EFTI curriculum, which includes biomechanics, functional anatomy, physiology, exercise science, cardiovascular health & fitness, basic medical concepts, advanced training techniques, nutrition and regeneration.
- Created and instructed numerous Group Fitness Classes, including Treadmill Running, Holistic Cross Training, Group Strength & Conditioning, Foam Rolling, Stretching and KINSTRETCH.
- Assessed, designed and administered personalized training programs for individual clients based on goals and needs analysis.
- Created numerous Special Events for gym members with a diversity of themes that included marathon training, stress management, fat loss, muscle gain, athletic performance and more.
- Received Employee Recognition Awards: 12/2016, 2/2017, 3/2017, 6/2017, 6/2018 & 7/2018

**YMCA – Hagerstown, MD (2015)**

**Strength & Conditioning Coach, Group Fitness Instructor & Personal Trainer**

- Served as the Strength Coach for the YMCA Swim team and helped every team member set at least one new personal record as well as several pool records.
- Instructed group fitness classes: PreHab & Mobility and Cross Training.
- Worked with private clients on individual fitness goals as a personal trainer.

**Over-Achieve Fitness – Chambersburg, PA (2015)**

***Lead Boot Camp Instructor, Personal Trainer & Strength Coach***

- Led 100+ member Boot Camp through functional strength and conditioning classes.
  - Included: program design, leading workouts, creating member 'challenges', and consulting members about lifestyle choices, stress management, nutrition and more.
- Created and led private training programs for local high school & college athletes

**Santa Monica Community College – Santa Monica, CA (2012-2015)**

***Strength & Conditioning Coach and Assistant Football Coach***

Served as a S&C Coach and Assistant Coach for the Junior College's football team that won three consecutive Conference championships and helped players earn acceptance to Division I & II programs.

- Developed and led SPARQ (Speed, Agility, Reaction and Quickness) program.
- Assisted in developing the Strength and Conditioning program and led team training sessions.
- Created supplemental PreHab Programs for individual players based on Needs and Goals.
- Player Safety and Rehab- worked closely with Athletic Training staff and team doctors in caring for players as well as assisting in the Rehab programs.
- Assisted coaching staff in managing team responsibilities throughout the season.
- Auxiliary- tutored and mentored players on lifestyle, stress management, academic responsibility and nutrition.

**Santa Monica Community College – Santa Monica, CA (2012-2015)**

***Assistant Instructor in Kinesiology***

Served as an Assistant Instructor to several Kinesiology classes and taught basic Kinesiology concepts and principles as well as training techniques to diverse group of community college students.

- Assisted in developing course work, lesson plans and individual class sessions
- Demonstrated and explained training techniques and principles in class.
- Encouraged students to think and grow

**Certifications-**

***Certified Master Instructor*** – Equinox Fitness

***Certified Personal Trainer*** – National Council on Strength & Fitness (NCSF)

***Corrective Exercise Specialist*** – National Academy of Sports Medicine (NASM)

***Certified Strength & Conditioning Specialist*** - National Strength & Conditioning Association (NSCA)

***Certified Performance Specialist*** – EXOS

***Certified Tactical Specialist*** – EXOS

***Certified Fitness Specialist*** - EXOS

***Certified Mobility Specialist*** – Functional Range Conditioning (FRC)

***Certified Instructor*** – KINSTRETCH®

***Certified Instructor*** – Functional Range Assessment (FRA)

***Certified Instructor*** - Functional Movement Screen (FMS)

***Certified Nutrition Coach*** – Precision Nutrition

***Certified Instructor*** - Kettlebells EFTI

***Certified Instructor***- Animal Flow

***Certified Coach*** - USA Football

***Certified CPR & AED***

**Education-**

***Bachelor of Arts - Communications*** - Rutgers University (1999)

**Publications-**

***PreHab Exercise Book for Runners – Fourth Edition*** (2015)

***PreHab Exercise for Soft Tissue Therapy*** (2016)

***PreHab Exercise Website*** (2012)

## **Exhibit 9**

## ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:

PREHAB EXERCISES, LLC (W19060821)

(2) The purpose for which the Limited Liability Company is filed is as follows:

Provides education and coaching to individuals within the fields of athletics, fitness and wellbeing.

(3) The address of the Limited Liability Company in Maryland is:

18819 Island Dr, Hagerstown, MD, 21742

(4) The Resident Agent of the Limited Liability Company in Maryland is:

Registered Agents Inc.

whose address is:

5000 Thayer Center, STE C, Oakland, MD, 21550

(5) Signature(s) of Authorized Person(s):

Michael Rosengart

(6) Signature(s) of Resident Agent(s):

Bill Havre, Officer

(7) Filing party's name and return address:

Michael Rosengart, 18819 Island Dr, Hagerstown, MD,  
21742

I hereby consent to my designation in this document.

## **Exhibit 10**

# crunchbase



PreHab Exercises

SAVE

Summary

Financials

People

Technology

Signals & News

Similar Companies

## About

PreHab Exercises is an online resource for exercise and Wellbeing that offers articles of current trends and an elaborate Exercise.

Los Angeles, California, United States

1-10

Equity Crowdfunding

Private

[www.prehabexercises.com](http://www.prehabexercises.com) ↗

753,943

## Highlights

Similar Companies

1



## Recent News & Activity

Funding Round • Dec 20, 2013

PreHab Exercises raised an undisclosed amount / Equity Crowdfunding

[Discover more funding rounds](#)

## Details



Industries

Fitness

Online Portals

Sports

Headquarters Regions



Greater Los Angeles Area, West Coast, Western US

Founded Date



## PreHab Exercises

SAVE

Summary    Financials    People    Technology    Signals & News    Similar Companies

Last Funding Type  
Equity Crowdfunding

Also Known As  
Exercise the World

Company Type  
For Profit

Contact Email  
[michael@prehabexercises.com](mailto:michael@prehabexercises.com)

PreHab Exercises is an online resource for exercise and Wellbeing that offers articles of current trends and an elaborate Exercise Library that contains thousands of detailed exercise illustrations for general fitness, Wellbeing and Sports specific programs.

The mission of the company is to create a healthy relationship to exercise and Wellbeing...

▼ READ MORE

## Lists Featuring This Company



Western US Online Portals Companies

TRACK



Los Angeles Companies With Fewer Than 100 Employees (Top 10K)

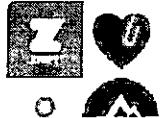
TRACK

BLAVATNIK ACADEMY



Fitness Companies (Top 10K)

TF



West Coast Fitness Companies

TRACK



PreHab Exercises

SAVE

Summary   Financials   People   Technology   Signals & News   Similar Companies

## Frequently Asked Questions



Where is PreHab Exercises's headquarters? PreHab Exercises is located in Los Angeles, California, United States.

How much funding has PreHab Exercises raised to date? PreHab Exercises has raised —.

When was the last funding round for PreHab Exercises? PreHab Exercises closed its last funding round on Dec 20, 2013 from a Equity Crowdfunding round.

Who are PreHab Exercises's competitors? Alternatives and possible competitors to PreHab Exercises may include Pro Hoop Strength.

**Want to explore more?**

- Uncover in-depth company data and buy signals
- Monitor companies with custom lists and alerts
- Export company data to CSV
- Sync with Salesforce

Choose the right Crunchbase solution for you

START YOUR FREE TRIAL



## **Exhibit 11**

## Contact

[www.linkedin.com/in/  
michaelrosengart \(LinkedIn\)](https://www.linkedin.com/in/michaelrosengart)  
[www.michaelrosengart.com  
\(Personal\)](http://www.michaelrosengart.com)  
[www.prehabexercises.com \(Blog\)](http://www.prehabexercises.com)

## Top Skills

Fitness Training  
Football  
Strength

## Certifications

Corrective Exercise Specialist  
Certified Performance Specialist  
Certified Personal Trainer  
Certified Instructor  
Certified Strength and Conditioning  
Specialist

## Publications

The Runner's Toolbox - Second  
Edition  
PreHab Exercise Blog  
PreHab Exercise Book for Runners  
PreHab Exercise Book for Runners -  
Third Edition  
The Runner's Toolbox

# Michael Rosengart

Personal Training Coordinator  
Washington DC-Baltimore Area

## Summary

Coach, Author and Educator - Prehab Exercises

Member of the National Strength and Conditioning Association  
(NSCA)

Certified Strength and Conditioning Specialist (CSCS)

Member of the National Council on Strength and Fitness (NCSF)

Certified Personal Trainer (CPT)

Member of the National Academy of Sports Medicine (NASM)

Corrective Exercise Specialist (CES)

Certified Nutrition Coach - Precision Nutrition Level 2 (PN2)

Certified Performance Specialist - EXOS (XPS)

Certified Tactical Systems Specialist - EXOS (XTS)

Certified Fitness Specialist - EXOS (XFS)

Certified Mobility Specialist - Functional Range Conditioning (FRC)

Certified Instructor - Functional Range Assessment (FRA)

Certified Instructor - Kinstretch

Certified USA Football Coach

Certified Kettlebell Instructor

Certified in Functional Movement Screen (FMS)

Certified in Cardio Strength Training

Certified in Pre and Post Natal Fitness (Esquire-Annette Lang)

Certified CPR & AED - Red Cross

Certified Kickboxing Instructor (AFAA)

Certified Cycle Instructor - Spinning

Certified Yoga Teacher - Yoga Alliance

## Experience

American University

Personal Training Coordinator

January 2022 - Present (10 months)

Washington, District of Columbia, United States

**Prehab Exercises**

Coach, Author & Educator

January 2012 - Present (10 years 10 months)

Washington, District of Columbia, United States

Michael Rosengart is the author and illustrator of the PreHab Exercise Book for Runners and the PreHab Exercise Book for Soft Tissue Therapy as well as for the PreHab Exercise website, [www.prehabexercises.com](http://www.prehabexercises.com)

PreHab is a supplemental segment of an effective training program that incorporates exercises and other techniques in order to promote mobility, stability, activation and integration. The goal of PreHab is to improve Movement Quality in order to optimize performance and longevity.

To learn more, visit [www.prehabexercises.com](http://www.prehabexercises.com)

**Functional Range Systems**

Kinstretch Instructor, FRA and FRC Mobility Specialist

July 2017 - Present (5 years 4 months)

Washington D.C. Metro Area

**Precision Nutrition**

Certified Nutrition Coach

2016 - Present (6 years)

Certified in the Precision Nutrition Coaching System.

**National Academy of Sports Medicine (NASM)**

Corrective Exercise Specialist

2015 - Present (7 years)

Assess and correct movement dysfunctions in athletes and clients.

**National Council on Strength and Fitness**

Certified Personal Trainer

2015 - Present (7 years)

United States

Create and administer personal training program for clients based on assessed criteria and individual goals.

**National Strength and Conditioning Association (NSCA)**

NSCA-CSCS: Certified Strength and Conditioning Specialist

2011 - Present (11 years)

Certified Strength and Conditioning Specialists of the NSCA

**BYNDfit**

Director of Performance and Fitness Programming

July 2019 - January 2020 (7 months)

Washington D.C. Metro Area

Curator of In-House Education Curriculum, Personal Training Assessment and Operating Procedures.

**The St. James**

Personal Trainer and Group Fitness Instructor

October 2018 - June 2019 (9 months)

Springfield, Virginia

Personal Trainer and Group Fitness Instructor for The St. James Sports Complex and Health Club. #Nothingless

**Equinox**

Master Instructor, Tier 3+ Personal Trainer, Group Fitness Instructor

July 2000 - October 2018 (18 years 4 months)

Tysons Corner, VA

Master Instructor, Tier 3+ Personal Trainer and Precision Running Instructor

Tyson's Corner, VA

Century City, CA

Santa Monica, CA

New York, NY

**YMCA of the USA**

Strength Coach, Group Fitness Instructor and Personal Trainer

2015 - May 2017 (2 years)

Hagerstown, MD

Serve as the strength coach for the YMCA Swim Team, lead Cross Training, Conditioning and PreHab group fitness classes and also help individuals achieve fitness goals as a personal trainer.

**EXOS|MediFit**

Personal Trainer

2015 - 2017 (2 years)

Hagerstown, MD

Lead clients through individualized training program to achieve specific fitness and health related goals.

Group Training - Outdoors

Coach and Director

March 2011 - May 2016 (5 years 3 months)

Hagerstown, Maryland

Director and Coach for Group Training - Outdoors, a new fitness company based in Hagerstown, MD that focuses on the benefits of strength and conditioning programs, functional movement, yoga, martial arts, lifestyle and nutrition.

Over-Achieve Fitness & OAF Athletics

Strength and Conditioning Coach, Lead Boot Camp Instructor, PreHab Specialist and Personal Trainer

2015 - 2016 (1 year)

Chambersburg, PA

Serve as strength and conditioning coach/coordinator for OAF Athletics, a division of Over-Achieve Fitness, that provides private training programs for college, high school and youth athletes.

Also serves as Lead Boot Camp instructor for ongoing boot camp with 100+ members. Duties include designing workouts and training programs, leading workouts, creating and administering group fitness/lifestyle challenges for members.

Teach and instruct workshops/training sessions of PreHab exercises and techniques.

Serves as a personal trainer for individual and semi-private training sessions.

Santa Monica College Football

Strength and Conditioning Coach

April 2012 - December 2014 (2 years 9 months)

Santa Monica, CA

Strength and conditioning coach for Santa Monica College football team.

California Longhorns - Minor League Football

Offensive Coordinator & Strength and Conditioning Coach

2011 - 2011 (less than a year)

Asst Head Coach responsible for Strength and Conditioning program as well as for Offensive Coordinator's duties

**So Cal Bulldogs**

Offensive Coordinator and Special Teams Coach

2010 - 2010 (less than a year)

Offensive Coordinator and Special Teams Coach for So Cal Bulldogs, a minor league football team in the La Belle Community Football League. Located in Burbank, CA

**Colchester Gladiator's youth American Football**

Head Coach

2006 - 2006 (less than a year)

Coached a High School football team in Colchester, UK

---

**Education**

**Rutgers University**

BA, Communications · (1993 - 1999)

**Newark Academy**

High School, Liberal Arts · (1989 - 1993)

**EXOS**

Certified Performance Specialist, Strength & Conditioning · (2016)

**EXOS**

Fitness Specialist, Health and Physical Education/Fitness · (2016)

**Precision Nutrition**

Nutrition Coach, Foods, Nutrition, and Wellness Studies, General · (2016)

## **Exhibit 12**



## **Exhibit 13**

## SOCIAL

---



[CONTACT](#) [PRIVACY](#) [T'S&C'S](#) [NEWS](#)



### Where We Practice:

12143 Nebel Street, North Bethesda, MD 20852 (We Are Moving April 5 To: 300 Main Street, Suite 200, Gaithersburg, MD 20878)

Or Online From Wherever You Are!

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## **Exhibit 14**

# AUGUST 2019

## SALES GUIDE

# HIGHLIGHTS

MEMBERSHIP OFFERS	PAGE
<b>National Offer</b> New Members are invited to join for \$150 initiation on Select, Regional, & All Access Fitness, and \$250 on Destination Memberships through August 31 <sup>st</sup> .  New Residential* members will also receive a \$100 gift card upon joining which can be applied to their initiation fee or ancillary services. Gift cards not used at POS will be added into their Equinox.com account.	3
<b>Referral Offer</b> Members who refer a new member will receive a \$150 Gift Card.	5
<b>CORPORATE MEMBERSHIP</b>	
The Corporate Sales team landed 13 new accounts in July that are now available for sale.	6
On 9/1, at least 40 accounts will receive rate increases.	7
<b>IT</b>	
<b>Salesforce Lightning</b> On August 14 <sup>th</sup> , Salesforce Classic will no longer be available. All sales users will be updated to Salesforce Lightning automatically.	8
<b>Texting in Engage</b> Starting August 5 <sup>th</sup> , Membership Advisors and RSMs will be able to text leads and members through Engage from their desktop and mobile phones.	9
<b>MARKETING</b>	
Marketing support for the full month.	11
<b>APPENDICES</b>	
Pricing + Equinox Experience	12

# MEMBERSHIP OFFERS

## NATIONAL OFFER

New Members are invited to join for \$150 initiation on Select, Regional, & All Access Fitness, and \$250 on Destination Memberships through August 31<sup>st</sup>.

New members will also receive a \$100 gift card\* upon joining which can be applied to their initiation fee or ancillary services. Gift cards not used at POS will be added into their Equinox.com account.

*\*Please note, this is not applicable to any \$0 promotion/Corp/Group/Join Together options UNLESS Ancillary is purchased, in which case, apply the \$100 discount to the ancillary package when selling.*

Membership Class	Rack Rate	Paid @ POS During Offer
Select	\$300	\$150
Regional	\$300	\$150
All Access Fitness	\$500	\$150
London	£400	£150
Destination	\$500	\$250
ESC DC Exec Access	\$500	\$250
Tysons Exec Access	\$500	\$250
South Bay Exec Access	\$500	\$250
Brickell Exec Access	\$500	\$250
Loop Exec Access	\$500	\$250
Beverly Hills Exec Access	\$500	\$250
ESC OC Exec Access	\$500	\$250
West Hollywood Exec Access	\$1,000	\$800
ESC LA Exec Access	\$750	\$550
Dartmouth Exec Access	\$500	\$250
ESC Boston Exec Access	\$500	\$250
East 44 <sup>th</sup> St. Exec Access	\$500	\$250
Rock Center Exec Access	\$500	\$250
ESC NY Exec Access	\$500	\$250
East 61 <sup>st</sup> St. Exec Access	\$500	\$250
Brookfield Exec Access	\$500	\$250
ESC SF Exec Access	\$500	\$250
HP Texas Exec Access	\$500	\$250
Century City Exec Access	\$750	\$375

**IN CLUB GUIDE | PRESENTING THE OFFER WITH SELECT/REGIONAL/ALL ACCESS FITNESS/DESTINATION**

---

**Three tips to remember when price presenting:**

- **Speak slowly when talking \$\$ (a confused mind is not a buying mind)**
- **Less is more**
- **After your final offer, ask for the sale and be silent**

The BEST use of the August offer is to apply the \$100 Equinox Gift Card towards ancillary services at point of sale. Doing so saves both the initiation and the \$100 gift card:

*"Emily, we have two different types of membership; alone or membership with personal training. I know how important it is for you to reach your goals of [insert personal goals here], I highly recommend working with a [tier level] trainer, [#] times per week. Which option do you prefer?*

*This is the most effective and efficient way for you to get results. By joining in August and investing in a program, we can waive your initiation and give you \$100 off the program. Let's get you started."*

Please remember to recommend PT/Pilates if it is relevant to your Guest! If NOT of interest, go straight for the August offer:

*"The initiation is a one-time investment of \$500 with monthly dues of just \$260.*

[Pause]

*I'm excited to help you get results! We would love to extend our exclusive summer offer of \$150 initiation AND a \$100 gift card when you join now. Let's get you started."*

Schedule the Equifit before they leave the club.

## REFERRAL OFFER

### **What is the referral offer?**

- Members referring a new member will receive a \$150 gift card per referral.

### **When can a Member expect to receive their referral reward?**

- Members will receive their gift card based on the day that the referred (new) member joins.
- If the referred (new) member joins between August 1<sup>st</sup> and August 15<sup>th</sup>, the referring member will receive their reward on August 20<sup>th</sup>.
- If the referred (new) member joins between August 16<sup>th</sup> and August 31<sup>st</sup>, the referring member will receive their reward on September 5<sup>th</sup>.
- All rewards will be fulfilled in the rewards section of Equinox.com. Members will receive an e-mail with instructions directing them to claim their reward on the date they are eligible.

# CORPORATE MEMBERSHIP

## NEW ACCOUNTS

The Corporate Account Executives landed the following new accounts in July:

<b>Account Name</b>	<b>Account Owner</b>
Campbell Lutyens & Co, Inc.	Ariel Judson
Catalant Technologies	Kristen McCormack
Diversico Inc.	Katie Anderson (Hoff)
Frederick Wildman & Sons, LTD	Rachel Cohen
G-III Apparel Group, Ltd.	Genna Kanago
Industrious	Nina Glassman
Meiowitz & Wasserberg, LLP	Genna Kanago
MongoDB Inc. Canada	Maureen Black
OUAI	Jonathan Meshekow
Platinum Equities	Panagiotis Poulopoulos
Rock-it Cargo	Panagiotis Poulopoulos
Shawmut Group	Panagiotis Poulopoulos
StarCity	Codey Girten
The Cooper Companies	Jason Shrader
Twine Labs	Genna Kanago

## ACCOUNTS INCREASING NEXT MONTH

Below are some\* of the Corporate Accounts that will be increased on September 1<sup>st</sup>.

\* For additional details, please reach out to the managing AE.

<b>Account Name</b>	<b>Account Owner</b>
250 West 50th Street	Genna Kanago
AIG	Katie Anderson (Hoff)
Allianz Global Investors	Genna Kanago
Bain & Company Inc.	Kristen McCormack
Baker & McKenzie LLP	Genna Kanago
Bank of Nova Scotia (USA)	Son Lee
Buzzfeed, Inc.	Ariel Judson
Cadwalader, Wickersham & Taft	Son Lee
Cambridge Associates	Kristen McCormack
CBRE CENTRAL	Daniela Zohlman
Credit Suisse CC	Genna Kanago
DePaul University	Maria Fuenmayor
Dow Jones & Company, Inc.	Ariel Judson
DraftKings, Inc	Kristen McCormack
Edwards Lifesciences LLC	Brieanna Skarbo AE
EFG Capital	Daniela Zohlman
George Washington University	Connie Bermudez
Gibson Dunn & Crutcher LLP	Katie Anderson (Hoff)
Hayman Woodward	Daniela Zohlman
Keller Williams Realty	Son Lee
King & Spalding LLP	Ariel Judson
Leo Burnett, Inc.	Maria Fuenmayor
McDermott Will & Emery (IL)	Maria Fuenmayor
Morgan Stanley Canada LTD	Maureen Black
Napier Park Global	Rachel Cohen
National Bank	Maureen Black
Norton Rose Fulbright Canada	Maureen Black
Okta	Lily Lattin
Okta Canada	Maureen Black
Onex Partners	Maureen Black
Oppenheimer & Co., Inc.	Katie Anderson (Hoff)
Palmieri, Tyler & Waldron	Brieanna Skarbo AE
Robert W Baird & Company, Inc	Maria Fuenmayor
Shutts & Bowen	Daniela Zohlman
Signature Bank	Genna Kanago
UCI	Brieanna Skarbo AE
Virtu Financial	Katie Anderson (Hoff)
Willis Towers Watson & Co.	Son Lee
Winston & Strawn	Katie Anderson (Hoff)
Zoosk	Jason Shrader

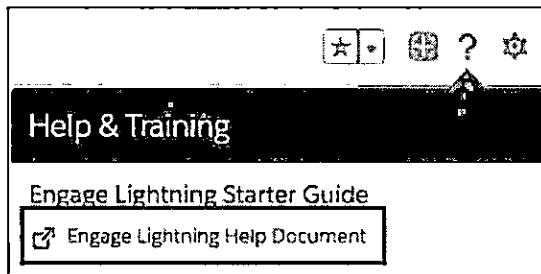
# IT SALESFORCE LIGHTNING

On August 14<sup>th</sup>, Salesforce Classic will no longer be available. All sales users will be updated to Salesforce Lightning automatically.

To support the transition, IT has created this document:

[https://equinoxfitness-my.sharepoint.com/:w/g/personal/vinay\\_sharma\\_equinox\\_com/EZV3a4eF5LVJml6PZoWoqE4B8tmxn-KAlmz1w8B9UUTr1w?rtime=SRWtWTcW10g](https://equinoxfitness-my.sharepoint.com/:w/g/personal/vinay_sharma_equinox_com/EZV3a4eF5LVJml6PZoWoqE4B8tmxn-KAlmz1w8B9UUTr1w?rtime=SRWtWTcW10g)

You can access this any time by click the "?" in the upper right hand corner of Salesforce and clicking "Engage Lightning Help Document."



Questions? Please email [engagesupport@equinox.com](mailto:engagesupport@equinox.com).

## TEXTING

Starting August 5<sup>th</sup>, Membership Advisors and RSMs will be able to text leads and members through Engage from their desktop and mobile phones.

### How does it work?

We've created the following video to show you how:

<https://equinox.freshdesk.com/support/solutions/articles/12000059928-texting-in-engage>

### Some Texting Pointers...

- Each Membership Advisor and RSM will be assigned a unique texting number (this is different from your Equinox phone number).
- You can text from the pipeline and from the texting object (\*coming soon\* We're working on allowing you to text from the opportunity/contact record, too!)
- Be sure to identify yourself when sending the first text e.g. "Hi, it's Sharie from Equinox Soho..." Since you're not a contact in the lead's phone, your phone number will show – not your name – when you text.
- Keep messages short. Long messages get ignored.
- Reference our training material on EQU for more best practices for texting!

### Do I still have to "Log a Call" in Engage?

All text conversations will be stored on the opportunity/contact record and count towards follow-up so you don't need to manually log texts anymore.

### How will I know if a text came in?

There's a few ways...

1. If you have the conversation view open, the new message will immediately appear (like any messaging app). Unread messages will be highlighted in grey.
2. You will also receive an e-mail each time a new text comes in.
3. If enabled, the Salesforce app will alert you via the notifications feature on your phone.
  - a. When installing the Salesforce app, you'll be prompted to enable alerts so you can set them up then.
  - b. If you're not receiving alerts, please check your notification settings for the Salesforce app on your phone.

*Pro Tip:* Store the Salesforce App in a place you check frequently, like next to your messaging app. Since you constantly check that for new messages, you'll build a habit of checking the Salesforce app too!

### How will I know if someone opts out of text messages?

Leads can opt out of texting by replying STOP to any message. If someone has opted out, Salesforce will block you from texting them.

Email opt outs and text opt outs are two different things so if someone has opted out of email it doesn't mean they've opted out of text. However, tread lightly as someone who doesn't want an email probably doesn't want a text so use good judgment and ask yourself how you'd want a business you frequent to treat you.

### Can I have text messages just come directly to my personal phone number?

Text messages will come directly to your phone through the Salesforce app.

We cannot forward to other texting apps on your phone or use your personal number. Using the app allows us to update your opportunity and record the conversation. Plus, this makes it easier to keep your business and personal lives separate on the same device.

### Can I bulk text?

Due to FCC laws, we cannot allow bulk texting.

Questions? Please email [engagesupport@equinox.com](mailto:engagesupport@equinox.com).

## UPGRADE FEES

Select to Regional Access = \$0 + Difference in monthly dues

Select / Regional Access to All Access Fitness = \$0 upgrade fee + Difference in monthly dues

- 6 or more PT sessions at time of upgrade will waive the upgrade fee for All Access

Select / Regional Access to Destination = \$250 upgrade fee + Difference in monthly dues

- 12 or more PT sessions at time of upgrade will waive the upgrade fee for Destination and higher

All Access Fitness to Destination = \$250 upgrade fee + Difference in monthly dues

- 12 or more PT sessions at time of upgrade will waive the upgrade fee for Destination and higher

### **How are fees calculated? (Use the equation for solving upgrades to Executive Access)**

Difference in promotional initiation fees + Difference in monthly dues

Pro Rate Calculation for BM

(Monthly rate / Days in the month) \* Remaining days in the month = Pro Rate of Monthly Dues

Pro Rate Calculation for PIF

Please search the Sales Resources site for "Upgrade Fees" to locate the PIF calculator for upgrades

### **How do I do this in MoSo?**

For residential upgrades, you'll take payment for upgrades first, then rewrite to ensure the POS goes through. (Please note, for Corporate memberships, please follow this process:

<http://mosohelp.equinox.com/support/solutions/folders/12000010141>

1. Under the Selected Member's Tab, select POS Quick Link
2. Enter your PIN
3. Select the Upgrade Prorated Dues sku by either typing "upgrade" or sku id "5670"
4. Select Edit -> Edit Price -> Enter your Pin
5. Type in the dues for the member based on the Upgrade Formula (above)
6. Choose your Tender Type and Finalize the Payment

Now you can process the rewrite!

1. Click the current agreement and hit Edit -> Rewrite
2. Choose the appropriate rewrite reason (upgrade) NOTE: See General Tab for Home Facility Change
3. Choose the new Membership type
4. Choose the "Rewrite Agreement" promotion to complete the agreement flow
5. From here the agreement flow is the same as setting up a new agreement. Please make sure you select the correct billing method for the member/ update if needed and Finalize the Agreement.

For more about this process, go to: <http://mosohelp.equinox.com/support/solutions/articles/12000033402-upgrade-downgrade-agreements>.

For more MoSo SOPs, go here: <http://mosohelp.equinox.com/support/home>

# MARKETING SUPPORT

DATE	FROM	TO	CONTENT
8/5	EQX	US/CAN/UK LEADS	Equinox Summer Offer
8/5	EQX	US/CAN/UK FORMER MEMBERS	Equinox Summer Offer
8/13	EQX	US/CAN/UK LEADS	Equinox Summer Offer
8/13	EQX	US/CAN/UK FORMER MEMBERS	Equinox Summer Offer
8/19	EQX	US/CAN/UK LEADS	Equinox Summer Sale
8/19	EQX	US/CAN/UK FORMER MEMBERS	Equinox Summer Sale
8/26	EQX	US/CAN/UK LEADS	Equinox Summer Sale
8/26	EQX	US/CAN/UK FORMER MEMBERS	Equinox Summer Sale
8/30	EQX	US/CAN/UK LEADS	Equinox Summer Sale Ends Tomorrow
8/30	EQX	US/CAN/UK FORMER MEMBERS	Equinox Summer Sale Ends Tomorrow
8/31	EQX	US/CAN/UK LEADS	GM TEXT: Summer Sale Ends Tonight
8/31	EQX	US/CAN/UK FORMER MEMBERS	GM TEXT: Summer Sale Ends Tonight

## APPENDIX

# PRICING

## SELECT PRICING

<b>NEW YORK CITY</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
102	Flatiron	NA	NA	NA
103	West 92nd Street	NA	NA	NA
104	East 85th Street	300	220	2590
105	East 63rd Street	NA	NA	NA
106	East 54th Street	300	190	2230
107	West 50th Street	300	185	2170
108	East 43rd Street	300	185	2170
109	East 44th Street	300	195	2290
110	Wall Street	300	195	2290
111	Tribeca	300	195	2290
112	Greenwich Avenue	NA	NA	NA
113	Columbus Circle	NA	NA	NA
114	SoHo	NA	NA	NA
115	Park Avenue	300	210	2470
116	High Line	300	185	2170
117	East 74th Street	300	240	2830
121	West 76th Street	NA	NA	NA
122	Orchard Street	300	190	2230
124	Printing House *Transfers to PH require a \$250 fee	300	210	2470
126	Rockefeller Center	300	220	2590
127	Bryant Park	NA	NA	NA
128	Brookfield Place	300	220	2590
129	East 92nd Street	300	220	2590
130	Brooklyn Heights	300	190	2230
131	Sports Club New York	300	260	3070
132	East 61st Street	300	195	2290
133	East 53rd Street	300	210	2470
134	Dumbo	300	190	2230
135	Bond Street	NA	NA	NA
136	Gramercy	300	220	2590
137	Williamsburg	300	220	2590
138	Hudson Yards *Transfers to HY require a \$250 fee	300	250	2950

<b>METRO NEW YORK</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
140	Scarsdale	300	168	1966
141	Darien	300	168	1966
142	Woodbury	300	168	1966
143	Roslyn	300	168	1966
144	Mamaroneck	300	168	1966
145	Great Neck	300	176	2062
148	Greenwich CT	300	190	2230
149	Armonk	300	170	1990
155	Southport	300	168	1966

<b>NEW JERSEY</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
150	Summit	300	166	1942
151	Paramus	300	156	1822
<b>BOSTON</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
201	Dartmouth	300	190	2230
202	Franklin Street	300	190	2230
203	Chestnut Hill	300	185	2170
204	Sports Club Boston	NA	NA	NA
206	Seaport	300	190	2230
<b>METRO DC</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
251	Tysons Corner	300	166	1942
252	Bethesda	300	173	2026
253	Sports Club DC	300	200	2350
254	Anthem Row	0	170	1990
<b>FLORIDA</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
301	South Beach	300	161	1882
302	Coral Gables	300	175	2050
303	Aventura	300	161	1882
304	Brickell	300	161	1882
305	Brickell Heights	300	175	2050
<b>CHICAGO</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
401	Lincoln Park	300	155	1810
402	Gold Coast	300	170	1990
403	Highland Park	300	160	1870
404	Chicago Loop	300	170	1990
405	Lincoln Common	0	165	1930
<b>MICHIGAN</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
420	Bloomfield Hills	300	165	1930
<b>TEXAS</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
451	Highland Park Texas	300	175	2050
452	Preston Hollow	300	160	1870
454	River Oaks	300	172	2014
455	Plano	0	150	1750
456	Austin	0	165	1930
<b>SOUTHERN CALIFORNIA</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
701	Pasadena	300	175	2050
702	West Hollywood	300	225	2650
703	Santa Monica	300	225	2650
704	Westwood	300	210	2470
705	Palos Verdes	300	167	1954
707	Woodland Hills	300	170	1990
708	South Bay	300	170	1990
711	Marina del Rey	300	220	2590
712	Beverly Hills	300	225	2650
713	Sports Club LA	300	250	2950

<b>SOUTHERN CALIFORNIA CON'T</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
714	Encino	300	180	2110
715	Downtown LA	300	210	2470
716	Westlake Village	300	175	2050
717	Hollywood	300	225	2650
718	Glendale	300	175	2050
730	Newport Beach	300	170	1990
732	Sports Club Orange County	NA	NA	NA
733	Huntington Beach	300	174	2038
734	La Costa	300	166	1942
750	Century City	NA	NA	NA
751	Miracle Mile	300	200	2350
752	Culver City	300	200	2350
<b>NORTHERN CALIFORNIA</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
719	Berkeley	300	185	2170
720	Pine Street	300	240	2830
721	San Mateo	300	170	1990
722	Palo Alto	300	230	2710
723	Union Street	300	240	2830
724	Sports Club San Francisco	NA	NA	NA
725	San Ramon	300	165	1930
727	Beale Street	0	215	2580
<b>CANADA</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
852	Bay Street (CAD)	NA	NA	NA
854	Yorkville (CAD)	400	190	2230
860	Georgia Street (CAD)	400	195	2290
<b>UNITED KINGDOM</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
871	Kensington (£)	400	215	2530
875	Bishopsgate (£)	0	180	2110

# MULTI-CLUB PRICING

<b>REGIONAL ACCESS</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
MNY	Metro NY Access	300	195	2290
BOS	Boston Access	300	215	2530
DC	Metro D.C. Access	300	205	2410
FLA	Florida Access	300	190	2230
CHI	Chicago Access	300	180	2110
DAL	Dallas Access	300	185	2170
NOCAL	Northern California Access	NA	NA	NA
OC	Orange County Access	300	210	2470
SOCAL	Southern California Access	300	240	2830
CAN	Canada Access (CAD)	400	205	2410
<b>ALL ACCESS &amp; DESTINATION</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
AA	All Access	500	260	3070
AA	All Access Canada (CAD)	650	345	4090
DEST	Destination	500	300	3550
DEST	Destination Canada (CAD)	650	400	4750
LON	London Access (£) *Access equal to Destination	400	235	2770
<b>EXECUTIVE ACCESS</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
NY	East 44th Street	500	355	4210
NY	Rockefeller Center	500	350	4150
NY	Brookfield Place	500	335	3970
NY	Sports Club New York - 1/2 Locker	500	380	4510
NY	Sports Club New York - Full Locker	500	435	5170
NY	East 61st Street	500	340	4030
MA	Dartmouth	500	300	3550
MA	Sports Club Boston	500	310	3670
DC	Tysons Corner	500	300	3550
DC	Sports Club DC	500	315	3730
FL	Brickell	500	300	3550
IL	Chicago Loop	500	300	3550
TX	Highland Park Texas	500	300	3550
CA	West Hollywood	1000	425	5050
CA	South Bay	500	300	3550
CA	Beverly Hills	500	330	3910
CA	Sports Club LA	750	405	4810
CA	Century City	750	350	4150
CA	Sports Club San Francisco	500	400	4750
CA	Sports Club Orange County	500	315	3730
<b>E ACCESS</b>		<b>INITIATION</b>	<b>MONTHLY</b>	<b>PAID IN FULL</b>
E	E at Columbus Circle	1500	500	5950
E	E at Greenwich CT	1500	500	5950
E	E Madison Avenue	575	500	5950
E	E at Sports Club San Francisco	1500	500	5950
E	E St. James's (£)	500	350	4150

## EQUINOX RESULTS

At Equinox, we help our Members achieve high-performance results by offering inspiring innovative fitness programming led by world renowned experts.

### PERSONAL TRAINING

Equinox is proud to be the authority in personal training and an internationally recognized leader in delivering measurable results. Our Trainers have national certifications, college degrees and many have their masters. We take it further and elevate their fitness knowledge through our proprietary Equinox Fitness Training Institute where they spend 150+ hours learning the science and psychology behind motivating clients and getting clients the results they want. Why? Because no two bodies are alike. Personal Training at Equinox is very personal, customized, and sophisticated, filling a big need that the plethora of training apps simply can't deliver. We do not believe in generic programming. We develop programs that are not only inspiring and progressive but also proven to be effective. A UCLA Geffen School of Medicine clinical study on the Equinox periodization method of training found superior results in our clients who worked with an Equinox trainer (versus those who did not) in the categories of Lean Body Mass, Muscle Strength, Muscle Power, and VO2 Max.

### TIER X

Tier X offers the most advanced level of Personal Training from Equinox. By integrating fitness with nutrition and regeneration, Tier X strives beyond the conventions of what a training program can accomplish. While working with an elite team of coaches, you develop real strategies grounded in science and data-tracking that take your performance to its peak by addressing every factor in your life as parts of a connected whole. Tier X continually serves as an incubator for innovation, curating and developing cutting-edge technology and programming to maximize the lives and performance of our members.

### PILATES

Equinox provides an authentic Pilates offering the way Joseph Pilates created it over 80 years ago. Pilates is a full body workout that strengthens and stretches the body simultaneously, with a deep emphasis on the core. No muscle is over-trained or under-trained, creating balance in the body. Pilates is a great workout on its own, but also a great foundation to help you do other activities (including sitting) more effectively and efficiently. Our studios are fully equipped with several different pieces of Pilates equipment. We only hire Instructors from the top Pilates Teacher Training programs which require a minimum of a year to complete. Our Instructors are committed to getting our members results.

### EXCLUSIVE GROUP FITNESS

Equinox is widely recognized as the innovator and authority on group fitness. Our exclusive programs and classes, created by internationally known experts, are contagious, inspirational, research-based, and results-oriented. Our uniqueness lies in our own signature classes such as The Muse, Pilates Remix, True Athlete, Pure Strength, Firestarter, The Cut, MetCon3, Ropes & Rowers, EQX Barre Burn, Precision Run and many more. This year, we've launched Master of One and Band Burn. Our Group Fitness schedules evolve to offer new classes and programs every year. We deliver curated experiences in all categories you know along with some you may have not yet discovered. A wide variety of classes will help you maximize your results.

### STUDIO CYCLING

Our instructors take you on an energizing ride set to an exhilarating playlist. We implement the latest training techniques including interval, endurance and speed drills on our brand-new STAGES bikes featuring consoles that measure performance. Members enjoy our advanced online booking system and access to technology that allows them to track their results over time via the App. Our signature formats include "The Pursuit by Equinox," an immersive studio cycling experience that uses groundbreaking data visualization and results-driven programming to motivate riders, spark competition and inspire peak performance, and "Anthem," a music and beat-driven ride that allows the rider to feel the music and be "in concert" with the community of riders.

### YOGA

Whether you are looking for a dynamic athletic yoga experience and the body that comes with it, or you're in search of your inner Zen, Equinox is the place to find superior yoga classes inside a full-featured club. Our beautifully designed yoga studios foster a blissful connection to the senses as you are guided by our world class instructors. This year, we've launched our very first, new signature Yoga class: Yin Yoga Meditation.

## EQUINOX EXPERIENCE

In everything we do, we make your fitness experience like none other, so you can live a high-performance lifestyle and truly maximize your potential.

### ENVIRONMENT

We believe fitness is not for today but forever, so we integrated three core pillars of Movement, Nutrition, and Regeneration to optimize your health and it's all curated into inspiring fitness programming you can't access anywhere else.

**Club Community** - Our Members step inside to leave behind the chaos, unplug, create connections, find their tribe, and enjoy the community.

On our fitness floor, state-of-the-art equipment and a functional movement space combine to create an energetically-charged and intuitively navigated environment, fostering maximum results. Our group fitness studios offer an environment customized for each core discipline: Our temperature-controlled yoga studios offer all the yoga tools necessary for your practice, including candles in each studio and aromatherapy infusion. Inside our designated cycling studios, Members enjoy an intimate and inspiring atmosphere with the latest rollout of STAGES bikes, complete with power meter consoles to measure performance.

Our newly designed App is personalized to help you unlock your potential. It learns your favorite classes, knows how hard you worked, tracks your progress and holds you accountable to goals. It also gives you smart content from fitness to fashion once it gets to know you. Members can continue to book and purchase Personal Training, access resources such as Headstrong Meditation series, update billing and access guest passes.

At Equinox, we believe in reinvestment and last year we reinvested over \$85 million back in to our Clubs so that each stay fresh and current. Each detail of the environment is in service of your experience and results. Members expect this.

### CLEANLINESS

Members say our Clubs are cleaner than their own homes. Our comment-worthy cleanliness requires 110% commitment. Our maintenance staff members work meticulously during all hours of operation to present a spotless environment that removes all distractions so that you can focus on results.

### FURTHERMORE

Results don't just happen at the club. Our highly-acclaimed digital magazine makes the Equinox experience mobile, by giving Members unrestricted access to our fitness experts' training and nutritional advice, as well as celebrity interviews, lifestyle pieces and awe-inspiring video content. It offers a personalized approach to content delivery for Members.

### THE BODY LAB (Formerly THE SPA)

The Spa is the heart of regeneration at Equinox, where we are dedicated to creating a customized experience when developing our members' health and wellness programs. As your wellness team, we are taking active regeneration to the next level by catering to your needs and preferences and introducing Body Lab 360: an assessment like an Equifit. Our mission is to help our members discover a regeneration plan that maximizes recovery and encourages them to achieve their performance goals.

### THE SHOP

The Shop helps you wear your hard-earned results well. We offer a curated selection of performance and fashion items from our own exclusive Equinox labels as well as designer collections, providing a seamless and fashionable transition to and from the club.

### EQUINOX CO-WORKING

It's where the art of work meets the science of fitness. Equinox has always been a lifestyle. And now, we created dedicated space to meet the demands of the flexible working community.

### PHILANTHROPY

Philanthropy at Equinox is not what we do, it's who we are. CYCLE FOR SURVIVAL, the stationary cycling event which we proudly do in partnership with Memorial Sloan Kettering is the largest fundraiser in the country to battle rare-cancers. We've raised over \$200 million to date. THE HEROES PROJECT takes our wounded war heroes to the highest mountains in the world. We train them and stand behind them every step of way. These organizations were started by our very own members. Those who didn't believe in sitting back but pushing forward—taking risks, defying limits and driving change. Most recently we launched MOVE FOR MINDS, raising funds and awareness for women's brain health and Alzheimer's.

### EQUINOX HOTELS

A new game-changing and disruptive luxury lifestyle hotel brand, delivering highly curated experiences to the traveler who wants it all, believes health is the new wealth and is unwilling to interrupt this lifestyle when traveling. The Hudson Yards flagship will be opening this year.

### EQUINOX EXPLORE

Transformational domestic and international active travel itineraries created with the Equinox high-performance lifestyle in mind and led by top Equinox talent. Highly curated experiences for the active explorer who pushes boundaries, craves culture, defies limits and wants to experience this wonderful world in full color.

## **Exhibit 15**



Gmail

Michael Rosengart <michael@byndfit.com>

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**did you see they got rid of equinox academy?**

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Michael Rosengart <michael@byndfit.com>  
To: Raymond Rahbar <raymond@byndfit.com>

Sun, Nov 17, 2019 at 1:39 PM

Hi Raymond,

Here's more...

I'm not sure if you know but Equinox Academy is not EFTI (their in-house education).

Equinox Academy was a money grab idea. Equinox thought it could be a school for trainers for NPTI. However, they never created (and certified with NCCA) their own certification like NASM or NSCA. So, my assumption is that the academy did not enroll many students and therefore has been eliminated.

I believe EFTI is still up and running, but since I am no longer a trainer, I don't have direct access.

I do have access to EQU (Equinox University) because my wife is an employee and I use her login in.

Here's some screenshots, one including Jeffery Scott talking about the Equinox Experience before he left. (I'll show this to Jordan).

The screenshot shows the top navigation bar of the EQUO platform. It includes links for various features: BYNDfit, PN1, PN2, PN2 Forum, PEP Course, EXOS, XL Athlete Sheets, YouTube, Drive, Google Forms, Facebook, Gusto, Prehab Exercises, Video Manager, NSCA - NSCA, Prehab Certification, PN Level 2 Certification - Today, and LEARN EQUO by Equinox.

**JEFFREY SCOTT**  
SENIOR MANAGER OF GF EDUCATION & TRAINING

Watching this video is required to complete the module.

### The Equinox Experience

Jeffrey Scott, Senior Manager of Group Fitness Education & Training, walks us through each step of creating the Equinox Experience, from preparing your class to executing the plan in studio. Both new and seasoned instructors will be inspired to dig deeper into the image that sets the Equinox Group Fitness experience apart.

#### Completion Instructions

- Access or Complete the REQUIRED Content
- Click MARK DONE below to complete this Course

Your Course Progress  
0%

**MARK DONE**

### CATEGORIES

Operations, Group Fitness Training

The screenshot shows the same top navigation bar as the previous page. The video player displays the title 'JOIN THE CONVERSATION'.

### 6 QUICK AND EASY PARTNER STRETCHES

This module contains six stretches that can be done in our clubs with your workout partner. Stretching is a major part of the regeneration process and if you have a workout partner, it can be a great way to keep each other on track toward reaching goals. In the video you will see the set up position for both the person being stretched as well as the one doing the stretching. As the video plays, you will see key tips for adjusting the position and how you want to perform the stretch. When it comes to stretching, less is more, the goal isn't to push as far as possible but explore how much range of motion you have and progressively increase it. Enjoy!

Gastroc and Soleus  
Stretch

### Stretching

Completion Instructions  
Review the Content and click MARK DONE below to complete this Module.

**MARK DONE**

### CATEGORIES

Operations

### WALL OF FAME

Members who have completed this Module:



Ultimately, we will need to discuss building a platform like this in the future if we expand to multiple cities. I think there are pro's and con's to it.

One con: people can steal information.

Second con: it's not utilized as expected. Then again, thinking that EQUO would be as important as IG or Facebook to employees is rather naive.

As you can see with this Wall of Frame on the bottom right, user get to see who has been on here. And the most people on here are middle management and employees looking to climb up the ladder. You get to score points for the content that you consume.

Sadly, I was only at Tysons for 2.5 years, and I had the most points by 5,000 points (more than management). So, you can see EQUO is not fully actualized.

It would be helpful to get some more information on all of this.

MICHAEL ROSENGART

*Director of Performance & Fitness Programming*

Michael@byndfit.com

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Washington, DC 20004

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On Nov 17, 2019, at 1:00 PM, Raymond Rahbar <raymond@byndfit.com> wrote:

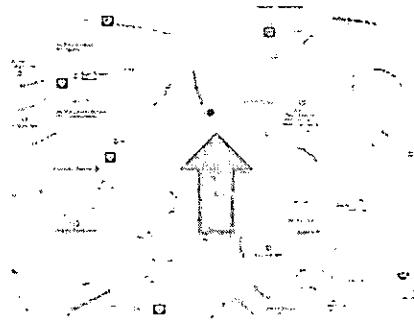
[Quoted text hidden]

## **Exhibit 16**

TRAINING WITH MICHAEL

**POST TYSONS CORNER**

1500 International Blvd  
McLean, VA 22102



**GYM LOCATED in LEASING OFFICE**



VISITOR PARKING SPOTS AVAILABLE TO LEFT OF LEASING OFFICE.

IF ALL ARE FULL, PARK IN THE RESIDENT ONLY SPOTS.

ENTRANCE TO GYM IS ON LEFT SIDE OF LEASING OFFICE.

POST TYSONS CORNER - 1500 INTERNATIONAL BLVD, MCLEAN, VA 22102